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RESOLUTION NO. 2002-01-01

A RESOLUTION AMENDING SECTIONS 4.21.110 AND  
4.21.200 OF THE WATER SYSTEM RULES AND  
REGULATIONS CLARIFYING WHICH FIRE PROTECTION  
FACILITIES ARE SUBJECT TO DEVELOPER FEES

WHEREAS, all new connections to the water system are subject to developer fees except those for facilities to be owned and operated by the District for the public benefit; and

WHEREAS, the Board of Directors of the Rio Linda/Elverta Community Water District has found it necessary to clarify what is correctly defined as private fire protection facilities in order to determine which connections for fire protection service are subject to developer fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District Sections 4.21.110 and 4.21.200 are hereby amended to read as follows: (*italics indicate additions, ~~strikeouts~~ indicate deletions*)

**4.21.110 Hydrant Installation.** A *"public fire hydrant" is any fire hydrant located within a public right-of-way or within an easement designated both for public access and for water utility use. Public fire hydrants will be installed and connected to the District's mains when under construction as requested by the public fire protection entity having jurisdiction or when required as a condition of a building permit or subdivision. Fire hydrants installed under this Chapter shall belong to the District and are not subject to developer fees. The District provides no assurances that water supply to hydrants or other fire protection facilities will meet any fire flow needs. Tests to determine fire flow capacities in any location should be done by persons licensed or otherwise certified by the State to design fire suppression systems.*

**4.21.200 PRIVATE FIRE PROTECTION FACILITIES.** A ~~Private fire protection system is~~ *Private fire protection facilities are defined as that water supply system which is totally intact and on the land of the Consumer and which is used*

*solely for fire protection of the specific premises.* In order to attach such a system to existing water mains of the District, the following conditions must be met:

a. The land to be served is within the geographical area of the District.

b. The District possesses an adequate supply of surplus water capable of serving a private fire system.

c. In applying for such service, the consumer has complied with all the applicable requirements of these regulations *and has paid all fees related thereto including developer fees.*

d. The private fire suppression system is for the sole and exclusive benefit and use of the consumer and is located entirely within the consumer's property.

e. The private fire suppression system will be used exclusively for the suppression of fire or for the testing of the fire prevention system.

f. The type and location of the said private fire suppression system has been *required by and* approved by the responsible fire protection agency.

g. The consumer assumes full responsibility for all maintenance and repair of the said system outside of the public right-of-way.

h. The size and design of the service connections, detector check, cold water fire service type meter, and the reduced pressure device shall all be determined by the District taking into consideration such factors as the ISO requirements and the AWWA requirements.

i. The District reserves the right to disconnect such system or to require cold water/fire service type meter as defined in AWWA Standards C703-79 to be installed in lieu thereof in the event that water is taken through the detector check assembly for any other use than fire fighting or testing.

j. The District may require payment for estimated water usage in the event of water consumption for purposes other than fire protection; such events may be determined by incidents of plumbing breaks or leakage or other means of water passage as determined.

INTRODUCED AND ADOPTED on this 28th day of January, 2002, by the following vote:

AYES, in favor hereof:           Blanchard, Griffin, O'Brien, and Wickham

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# RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT



P.O. BOX 400 • 730 L STREET  
RIO LINDA, CALIFORNIA 95673  
Phone: (916) 991-1000 • Fax: (916) 991-6616

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March 21, 2006

Mr. Michael Phelan  
25076 Robin Circle  
Willits, CA 95490

Dear Mr. Phelan;

Attached is Resolution No. 2002-0101, this Resolution was never signed by you as Secretary of the Board. If you could please sign and return it to me in the enclosed postage paid envelope, I would appreciate it.

Regards,

Barbara A. Schiavone  
Account Technician  
Rio Linda / Elverta Community Water District

Enclosed

**DIRECTORS:**

Darrell Nelson / President  
Doug Cater / Vice President  
Mary Harris  
Hal Morris  
Fred Jones

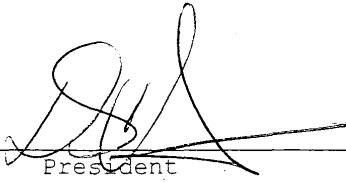
**GENERAL MANAGER:**

DAVE ANDRES  
email: [DANDRES@RLECWD.COM](mailto:DANDRES@RLECWD.COM)

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NOES: ~~None~~ Cater

ABSENT: None



\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**MINUTES OF THE  
SPECIAL BOARD MEETING OF THE  
BOARD OF DIRECTORS OF  
THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

**A. CALL TO ORDER AND ROLL CALL**

The Special February 4, 2002 meeting of the Board of Directors of the Rio Linda/ Elverta Community Water District was called to order by President Cater at 6:00 p.m. at the District Office located at 730 L Street, Rio Linda. The roll was called by General Manager/District Secretary, Michael L. Phelan. Directors present included: Wickham, O'Brien, Blanchard, Griffin, and Cater.

**B. PUBLIC COMMENT**

There was no public comment.

**C. CLOSED SESSION**

The Board recessed to closed session for discussion of Public Employment. Position: General Manager.


**D. RECONVENE AND ADJOURNMENT**

The Board reconvened from closed session.

*President Cater announced that the Board unanimously adopted Resolution Number 02-02-01 A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN AN EMPLOYMENT AGREEMENT WITH DAVID ANDRES FOR THE POSITION OF GENERAL MANAGER.*

*It was moved by Griffin and seconded by O'Brien and carried by unanimous vote to adjourn the meeting.*

Respectfully Submitted,



Michael L. Phelan/Secretary

Resolution Calling General District Election

RESOLUTION NO. 2002-01

Rio Linda/Elverta Community Water DISTRICT

WHEREAS, an election will be held within the Rio Linda/Elverta Community Water District that will affect the following county or counties of Sacramento on

November 5, 2002, for the purpose of electing District Directors; and

WHEREAS, a statewide general election will be held within the County of Sacramento on the same day;

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.

THEREFORE, BE IT RESOLVED, that the Rio Linda/Elverta Community Water District requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General District Election with the statewide election to be held on November 5, 2002; and

BE IT FURTHER RESOLVED, that the (Candidate or District) Candidate is to (pay or prepay) prepay the District for the publication of the candidate's statement, pursuant to Elections Code §13307. The limitation on the number of words that a candidate may use in his or her candidate's statement is (200 or 400) 200 words; and

BE IT FURTHER RESOLVED, that the District agrees to reimburse the Registrar of Voters for actual costs accrued, such costs to be calculated by the method set forth in the County's current Election Cost Allocation Procedures.

PASSED AND ADOPTED by the following vote on May 13, 2002.

Table with 4 columns: YES Votes (5), NO Votes (0), ABSENT (0), ABSTAIN (0). Each cell includes a line for the number and '(Number)' below it.

ATTEST:

Ayes, in favor hereof: Blanchard, Cater, Griffin, O'Brien, and Wickham

Noes: None

Absent: None

Handwritten signatures and printed titles for Chair and Secretary of the Board of Directors.

EXHIBIT 1

STATE OF CALIFORNIA

} ss.

County of Sacramento

CERTIFICATE OF FACTS

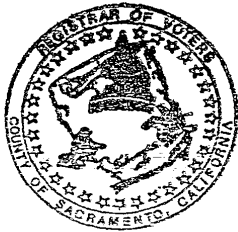
I, Ernest R. Hawkins, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in the **Rio Linda/Elverta Community Water District** for the purpose of electing **two Directors** at the November 5, 2002 General Election.

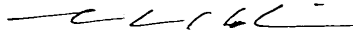
The results of the Official Canvass conducted by this office are as follows:

	Votes Cast
*Mary R. Harris	1,866
*Douglas Cater	1,738
Cathy D. Hood	1,354
Joe Gluvers	1,034
Chuck Baldock	445

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness My Hand and Seal This 25th Day of November 2002.



  
ERNEST R. HAWKINS  
REGISTRAR OF VOTERS  
County of Sacramento  
State of California

\* Candidates elected

ORIGINAL

Resolution No. 2002-02  
RESOLUTION OF INTENTION

TO APPROVE AN AMENDMENT TO CONTRACT  
BETWEEN THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE  
BOARD OF DIRECTORS  
RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

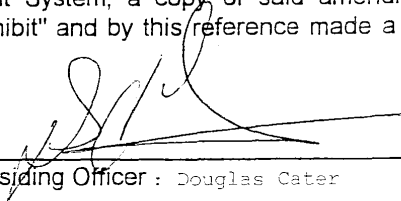
WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 21354 (2% @ 55 Supplemental formula)  
for local miscellaneous members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By:   
Presiding Officer : Douglas Cater

President, Board of Directors  
Title

June 1, 2002  
Date adopted and approved

(Amendment)  
CON-302 (Rev. 4/95)

**Ayes, in favor hereof:** Blanchard, Cater,  
Griffin, O'Brien, and Wickham  
**Noes:** None  
**Absent:** None



**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Actuarial and Employer Services Division

Public Agency Contract Services

P.O. Box 942709

Sacramento, CA 94229-2709

(916) 326-3420

ORIGINAL

**CERTIFICATION OF GOVERNING BODY'S ACTION**

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

Board of Directors

of the

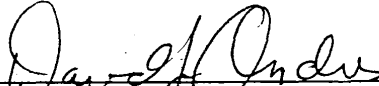
(governing body)

Rio Linda/Elverta Community Water District

(public agency)

on June 1, 2002

(date)

  
\_\_\_\_\_

Clerk/Secretary : David J. Andres

General Manager

Title



## EXHIBIT

California  
Public Employees' Retirement System

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# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Directors  
Rio Linda/Elverta Community Water District

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1991, and witnessed November 14, 1990, and as amended effective May 18, 1995 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective May 18, 1995, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
  2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1991 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

## PLEASE DO NOT SIGN "EXHIBIT ONLY"

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Employees other than local safety members (herein referred to as local miscellaneous members).
4. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **SAFETY EMPLOYEES.**
5. Assets heretofore accumulated with respect to members in the local retirement system have been transferred to the Public Employees' Retirement System and applied against the liability for prior service incurred thereunder. That portion of the assets so transferred which represent the accumulated contributions (plus interest thereof) required of the employees under said local system has been credited to the individual membership account of each such employee under the Public Employees' Retirement System.
6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55), supplemental to Federal Social Security.
7. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
  - b. Section 20965 (Credit for Unused Sick Leave).
  - c. Section 21536 (Local System Service Credit Included in Basic Death Benefit).
  - d. Section 20903 (Two Years Additional Service Credit).
8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
9. Public Agency shall also contribute to said Retirement System as follows:
  - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS  
RIO LINDA/ELVERTA COMMUNITY  
WATER DISTRICT

BY \_\_\_\_\_  
KENNETH W. MARZION, CHIEF  
ACTUARIAL & EMPLOYER SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDENTIAL OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"

**RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

**RESOLUTION  
AUTHORIZING AN AMENDMENT TO THE CONTRACT**

No. 2002-03

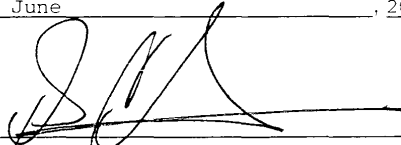
WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the Board of Directors of the Rio Linda/Elverta Community Water District entered into a contract effective on January 1, 1991 providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

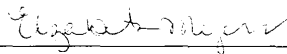
NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this 25th day of June, 2002.

  
\_\_\_\_\_  
Presiding Officer  
Doug Cater  
President, Board of Directors

Attest:

  
\_\_\_\_\_  
Clerk/Secretary  
Elizabeth Myers

**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Actuarial and Employer Services Division

Public Agency Contract Services

P.O. Box 942709

Sacramento, CA 94229-2709

(916) 326-3420

**CERTIFICATION  
OF  
FINAL ACTION OF GOVERNING BODY**

I hereby certify that the Board of Directors of the  
(governing body)

Rio Linda/Elverta Community Water District  
(public agency)

adopted on June 25, 2002, by an affirmative vote of a majority  
(date)

of the members of said Governing Body, Resolution  
(Ordinance or Resolution)

No. 2002-03 approving the attached contractual agreement between the  
Governing Body of said Agency and the Board of Administration of the California Public  
Employees' Retirement System, a certified copy of said Resolution 2002-03  
(Ordinance or Resolution)

in the form furnished by said Board of Administration being attached hereto.

Elizabeth Myers  
Clerk/Secretary  
Elizabeth Myers

Administrative Supervisor  
Title

Date 6/25/02



California  
Public Employees' Retirement System

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**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Directors  
Rio Linda/Elverta Community Water District

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1991, and witnessed November 14, 1990, and as amended effective May 18, 1995 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective May 18, 1995, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
  2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1991 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Employees other than local safety members (herein referred to as local miscellaneous members).
4. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **SAFETY EMPLOYEES.**
5. Assets heretofore accumulated with respect to members in the local retirement system have been transferred to the Public Employees' Retirement System and applied against the liability for prior service incurred thereunder. That portion of the assets so transferred which represent the accumulated contributions (plus interest thereof) required of the employees under said local system has been credited to the individual membership account of each such employee under the Public Employees' Retirement System.
6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55), supplemental to Federal Social Security.
7. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
  - b. Section 20965 (Credit for Unused Sick Leave).
  - c. Section 21536 (Local System Service Credit Included in Basic Death Benefit).
  - d. Section 20903 (Two Years Additional Service Credit).
8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.



9. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the 1st day of July, 2002.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS  
RIO LINDA/ELVERTA COMMUNITY  
WATER DISTRICT

BY *Kenneth W. Marzion*  
KENNETH W. MARZION, CHIEF  
ACTUARIAL & EMPLOYER SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY *Doug Cater*  
PRESIDING OFFICER  
Doug Cater  
President, Board of Directors

June 25, 2002  
Witness Date

Attest:  
*Elizabeth Myers*  
Clerk  
Elizabeth Myers

RESOLUTION NO. 2002-04-01

A RESOLUTION AUTHORIZING THE EXECUTION OF A  
TOWER SPACE LEASE AGREEMENT BETWEEN SACRAMENTO-  
VALLEY LIMITED PARTNERSHIP D/B/A VERIZON  
WIRELESS AND THE DISTRICT

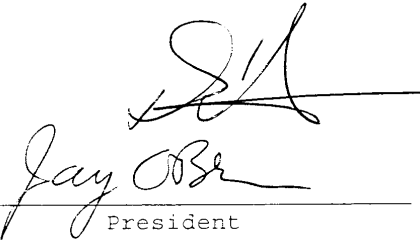
BE IT RESOLVED by the Board of Directors of the Rio Linda/  
Elverta Community Water District as that the District General Counsel  
and District General Manager are hereby authorized and directed to  
finalize and agreement by and between the District and Sacramento-  
Valley Limited Partnership d/b/a Verizon Wireless (Verizon) and the  
District substantially in the form attached hereto providing for  
lease of space to for antennae owned by Verizon to be located on the  
District water tower at a lease rate of one thousand two hundred  
dollars (\$1,200.00) per month to be increased annually by four  
percent (4%), with fifty thousand dollars (\$50,000.00) in lease  
payments to be prepaid on or before June 15, 2002 and recovered over  
a period of years as indicated in the attached spreadsheet.

INTRODUCED AND ADOPTED on this 15th day of ~~June~~<sup>APRIL</sup>, 2002, by the  
following vote:

AYES, in favor hereof: GRIFFIN, WICKHAM, CATER, BLANCHARD,  
O'BRIEN

NOES: NONE

ABSENT: NONE

  
\_\_\_\_\_  
Jay O'Brien  
President

ATTEST:



\_\_\_\_\_  
Secretary

### Verizon Lease Payment Schedule

Year	On or before August 15 of year:	Monthly Rent	4% annual adjustment	Minimum continuing direct rent	Amount applied to amortize advance	Balance of advance at year end	Net annual rent to District
1	2002	\$1,200.00	-	\$770.00	\$430.00	\$44,840.00	\$59,240.00
2	2003	\$1,248.00	\$48.00	\$770.00	\$478.00	\$39,104.00	\$9,240.00
3	2004	\$1,297.92	\$49.92	\$770.00	\$527.92	\$32,768.96	\$9,240.00
4	2005	\$1,349.84	\$51.92	\$770.00	\$579.84	\$25,810.92	\$9,240.00
5	2006	\$1,403.83	\$53.99	\$770.00	\$633.83	\$18,204.96	\$9,240.00
6	2007	\$1,459.98	\$56.15	\$770.00	\$689.98	\$9,925.15	\$9,240.00
7	2008	\$1,518.38	\$58.40	\$770.00	\$748.38	\$944.56	\$9,240.00
8	2009	\$1,579.12	\$60.74	\$770.00	\$809.12	\$0.00	\$18,004.86
9	2010	\$1,642.28	\$63.16		\$0.00	\$0.00	\$19,707.39
10	2011	\$1,707.97	\$65.69		\$0.00	\$0.00	\$20,495.69
11	2012	\$1,776.29	\$68.32		\$0.00	\$0.00	\$21,315.52
12	2013	\$1,847.34	\$71.05		\$0.00	\$0.00	\$22,168.14
13	2014	\$1,921.24	\$73.89		\$0.00	\$0.00	\$23,054.86
14	2015	\$1,998.09	\$76.85		\$0.00	\$0.00	\$23,977.06
15	2016	\$2,078.01	\$79.92		\$0.00	\$0.00	\$24,936.14
16	2017	\$2,161.13	\$83.12		\$0.00	\$0.00	\$25,933.59
17	2018	\$2,247.58	\$86.45		\$0.00	\$0.00	\$26,970.93
18	2019	\$2,337.48	\$89.90		\$0.00	\$0.00	\$28,049.77
19	2020	\$2,430.98	\$93.50		\$0.00	\$0.00	\$29,171.76
20	2021	\$2,528.22	\$97.24		\$0.00	\$0.00	\$30,338.63
21	2022	\$2,629.35	\$101.13		\$0.00	\$0.00	\$31,552.17
22	2023	\$2,734.52	\$105.17		\$0.00	\$0.00	\$32,814.26
23	2024	\$2,843.90	\$109.38		\$0.00	\$0.00	\$34,126.83
24	2025	\$2,957.66	\$113.76		\$0.00	\$0.00	\$35,491.90
25	2026	\$3,075.96	\$118.31		\$0.00	\$0.00	\$36,911.58

\$599,701.08

**Rio Linda/Elverta Community Water District**

**Resolution 2002-04**

**Notice of Completion of Project 2002 – 01 Valve Raising and Asphalt Repair**

Whereas, Nautilus Construction located at 8155 Wyatt Ave. Antelope, California 95843, a private company, hereinafter referred to as "Contractor," and the RioLinda/Elverta Community Water District located at 930 L St. Rio Linda, California 95673, a California Special District, hereinafter referred to as "District" entered into an construction contract dated May 14, 2002; and

Whereas, the construction contract provided for work associated with "Project 2002 – 01 Valve Raising and Asphalt Repair", hereinafter referred to as the "Project," for a total cost of \$31,617.00; and

Whereas, the Project was completed in a satisfactory manner on, or about July 15, 2002; and

Whereas, the Board of Directors wishes to accept the project as complete.

Now, Therefore be it Resolved by Rio Linda/Elverta Community Water District Board of Directors that Project 2002 – 01 Valve Raising and Asphalt Repair is hereby accepted and deemed complete at a total cost of \$31,617.00; and

Be it Further Resolved, that the General Manager is authorized to file a "Notice of Completion" with the Sacramento County Recorder.

Introduced and Adopted this 15<sup>th</sup> Day of July 2002 by the following vote:

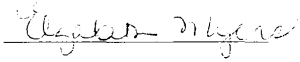
Ayes, in favor hereof: *Giffin, Wickham, O'Brien + Cater*

Noes: *0*

Absent: *Blanchard*

  
\_\_\_\_\_  
Doug Cater  
President, Board of Directors

Attest:

  
\_\_\_\_\_  
Clerk of the Board

Clerk of the Board

When Recorded Return to:

Rio Linda/Elverta Community Water District  
P.O. Box 400  
Rio Linda, CA 95673

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN, that the Rio Linda/Elverta Community WATER DISTRICT, a political subdivision of the State of California, with offices at 730 L Street Rio Linda, California 95673 caused certain construction work to be performed within the boundaries of the District, which work is generally described as PROJECT 2002-01 VALVE RAISING AND ASPHALT REPAIR.

That the contract for the performance of such work was awarded to:

Nautilus Construction  
8155 Watt Avenue  
Antelope, California 95843

That said work was completed on or about July 15, 2002, and was accepted by the Board of Directors on behalf of the Rio Linda/Elverta Community Water District on July 15, 2002.

THIS NOTICE IS GIVEN pursuant to Section 3093 of the Civil Code of the State of California. I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 15, 2002



\_\_\_\_\_  
Doug Cater, President  
RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

.....  
I HEREBY CERTIFY THAT THE FOREGOING NOTICE OF COMPLETION was authorized and adopted by Resolution No. 2002 - 4 of the Board of Directors of the RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT at a regular meeting thereof held on July 15, 2002.



\_\_\_\_\_  
DAVID J. ANDRES, General Manager  
RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

RESOLUTION NO. 2002-04 (A)

A RESOLUTION ADOPTING THE APPROPRIATIONS  
BUDGET FOR THE 2002-2003 FISCAL YEAR

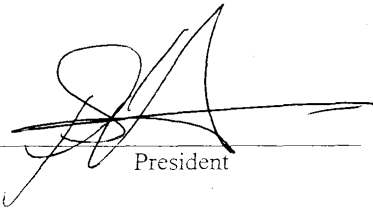
BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District that the resources indicated in the budget attached hereto are hereby appropriated for expenditures for the fiscal year beginning July 1, 2002 and ending June 30, 2003 as indicated in said budget.

INTRODUCED AND ADOPTED on this 25<sup>th</sup> day of June, 2002 by the following vote:

AYES, in favor hereof: WICKHAM, O'BRIEN, GRIFFIN, AND CATER

NOES: NONE

ABSENT: BLANCHARD



President

ATTEST:



Secretary

Rio Linda/Elverta Community Water District  
Budget Detail and History  
July 1, 1997 through June 30, 2003

	Actual	Actual	Actual	Actual	Actual	Approved
	Jul '97 - Jun '98	Jul '98 - Jun '99	Jul '99 - Jun '00	Jul '00 - Jun '01	Jul '01 - Jun '02	FY 2002-03
<b>Income</b>						
<b>OPERATING REVENUES</b>						
<b>Water Service Rates</b>						
Minimum Service Charge						
Basic Service Charge	324,854.60	353,969.00	468,025.95	475,153.00	421,276.00	395,000.00
Rate Stabilization Charge	128,224.01	129,438.96	0.00	0.00	0.00	0.00
<b>Total Minimum Service Charge</b>	<b>453,078.61</b>	<b>483,407.96</b>	<b>468,025.95</b>	<b>475,153.00</b>	<b>421,276.00</b>	<b>395,000.00</b>
Usage Charge	182,967.58	179,805.14	204,361.55	202,297.00	415,197.00	697,000.00
Multiple Unit Charge	5,040.00	3,680.10	6,585.30	7,577.00	2,769.00	0.00
Backflow Charge	9,074.75	8,267.70	8,892.43	10,831.00	18,376.00	18,600.00
Hydrant Water Charge	320.00	200.00	345.27	566.00	520.00	300.00
Fire Protection Service Charge	1,671.00	1,840.50	1,890.00	1,926.00	2,216.00	2,000.00
Bad Debts	444.97	275.56	338.48	-152.00	-252.00	-300.00
<b>Water Service Rates - Other</b>	<b>220.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Water Service Rates</b>	<b>652,817.77</b>	<b>677,476.96</b>	<b>690,539.88</b>	<b>698,158.00</b>	<b>860,104.00</b>	<b>1,112,890.00</b>
<b>Account Service Charges</b>						
Service Application Fee	0.00	0.00	0.00	3210	12,660.00	10,000.00
Late Payment Fee	23,255.28	20,270.83	24,320.00	23,000.00	23,235.00	18,000.00
48-Hour Tag Fees	0.00	0.00	0.00	0.00	22,800.00	20,000.00
NSF Check Fee	1,080.00	1,110.00	1,430.00	1,145.00	1,850.00	1,900.00
Service Disconnect Fee	2,630.00	1,950.00	3,080.00	5,300.00	11,850.00	10,000.00
Lien Administration Fee	896.00	505.00	832.00	587.00	561.00	400.00
Illegal Turn-on Penalty	475.00	450.00	600.00	1,520.00	475.00	500.00
<b>Account Service Charges - Other</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>192.00</b>	<b>600.00</b>	<b>400.00</b>
<b>Total Account Service Charges</b>	<b>28,336.28</b>	<b>24,265.83</b>	<b>30,262.00</b>	<b>34,964.00</b>	<b>73,971.00</b>	<b>61,200.00</b>
<b>Other Water Service Fees</b>						
Service Installation Fee	16,570.00	16,230.00	15,200.00	40,080.00	12,200.00	6,500.00
Service Modification Fee	0.00	300.00	0.00	0.00	0.00	0.00
Plan Check Fee						
Inspection fees/Standards	0.00	0.00	0.00	2,230.00	4,272.00	1,200.00
Plan Check Fees	1,581.00	875.00	0.00	724.00	0.00	10,000.00
<b>Total Plan Check Fee</b>	<b>1,581.00</b>	<b>875.00</b>	<b>0.00</b>	<b>2,954.00</b>	<b>4,272.00</b>	<b>11,200.00</b>
Field Service Call Fee						
Well Testing-non customer	129.00	99.00	195.00	318.00	676.00	350.00
Field Service Call Fee - Other	0.00	0.00	0.00	0.00	555.00	350.00
<b>Total Field Service Call Fee</b>	<b>129.00</b>	<b>99.00</b>	<b>195.00</b>	<b>318.00</b>	<b>1,231.00</b>	<b>700.00</b>
Field Service/Time & Materials	0.00	0.00	287.84	0.00	75.00	150.00
Misc Field Service Fees	649.77	340.26	20.00	8,151.00	738.00	250.00
<b>Total Other Water Service Fees</b>	<b>18,929.77</b>	<b>17,844.26</b>	<b>15,702.84</b>	<b>51,503.00</b>	<b>18,517.00</b>	<b>18,800.00</b>
Grant Funding						0.00
Miscellaneous Revenue	9,794.99	935.71	2,055.78	2,544.00	1,510.00	200.00
<b>Total OPERATING REVENUES</b>	<b>706,878.81</b>	<b>720,522.76</b>	<b>738,560.60</b>	<b>787,169.00</b>	<b>954,102.00</b>	<b>1,192,890.00</b>
<b>NON-OPERATING REVENUES</b>						
<b>Investment Income</b>						
House Rental	5,160.60	4,340.06	500.00	1,250.00	0.00	0.00
Tower Leases	16,418.12	16,838.26	16,580.86	20,277.00	34,496.00	84,700.00
Earnings on Monies	164,253.67	213,931.31	258,060.72	238,656.00	120,000.00	110,000.00
<b>Total Investment Income</b>	<b>185,832.39</b>	<b>235,109.63</b>	<b>275,141.58</b>	<b>269,183.00</b>	<b>154,496.00</b>	<b>194,700.00</b>
Property Taxes & Related	34,262.04	36,652.55	38,053.27	41,340.00	42,798.00	41,000.00
Development Fees	17,660.00	18,160.00	8,450.00	44,980.00	27,675.00	116,000.00
Miscellaneous Non-Operating	1,830.41	1,137.10	4,219.56	1,995.00	1,444.00	10,000.00
<b>Total NON-OPERATING REVENUES</b>	<b>239,584.84</b>	<b>291,059.28</b>	<b>326,864.41</b>	<b>357,499.00</b>	<b>226,413.00</b>	<b>361,700.00</b>
<b>Total Income</b>	<b>946,463.65</b>	<b>1,011,582.04</b>	<b>1,065,425.01</b>	<b>1,144,668.00</b>	<b>1,180,515.00</b>	<b>1,554,590.00</b>
<b>Expenses</b>						
<b>OPERATING EXPENSES</b>						
<b>Officers and Employees</b>						
<b>Officers Fees</b>						
Board Fees	5,925.00	8,925.00	9,825.00	11,100.00	11,025.00	11,000.00
General Counsel Fees	17,670.00	15,925.23	17,312.60	41,160.00	15,684.00	15,000.00
Special Counsel Fees				7,907.00	83,172.00	0.00
Auditor's Fees	4,500.00	4,650.00	4,800.00	4,595.00	4,155.00	4,400.00
<b>Total Officers Fees</b>	<b>28,095.00</b>	<b>29,500.23</b>	<b>31,937.60</b>	<b>64,762.00</b>	<b>114,036.00</b>	<b>30,400.00</b>
<b>Salary and Wages</b>						
Regular Pay	249,328.38	284,559.52	331,861.16	337,553.00	341,747.00	361,638.00

**Rio Linda/Elverta Community Water District**  
**Budget Detail and History**  
 July 1, 1997 through June 30, 2003

	Jul '97 - Jun '98	Jul '98 - Jun '99	Jul '99 - Jun '00	Jul '00 - Jun '01	Jul '01 - Jun '02	FY 2002-03
Standby Pay	6,822.00	6,489.00	6,678.00	6,588.00	6,854.00	6,570.00
Overtime Pay	5,082.32	4,586.20	6,512.37	4,245.00	5,844.00	10,833.00
<b>Total Salary and Wages</b>	<b>261,233.70</b>	<b>298,534.72</b>	<b>344,051.63</b>	<b>348,486.00</b>	<b>354,545.00</b>	<b>378,038.00</b>
<b>Unemployment Insurance</b>						
Pre-1996 Expense	0.00	0.00	0.00	0.00		
Unemployment Insurance - Other	248.00	101.54	0.00	786.00	348.00	511.00
<b>Total Unemployment Insurance</b>	<b>248.00</b>	<b>101.54</b>	<b>0.00</b>	<b>786.00</b>	<b>348.00</b>	<b>511.00</b>
<b>Workers Compensation</b>						
Workers Comp Premium	6,596.53	8,282.10	10,132.57	16,590.00	17,540.00	23,801.00
<b>Total Workers Compensation</b>	<b>6,596.53</b>	<b>8,282.10</b>	<b>10,132.57</b>	<b>16,590.00</b>	<b>17,540.00</b>	<b>23,801.00</b>
<b>FICA/Medicare</b>	<b>19,561.11</b>	<b>21,939.77</b>	<b>25,498.66</b>	<b>27,166.00</b>	<b>25,697.00</b>	<b>36,308.00</b>
PERS	22,695.46	25,153.77	14,106.96	5,530.00	14,429.00	34,164.00
<b>Group Insurance</b>	<b>29,672.99</b>	<b>34,608.16</b>	<b>43,618.65</b>	<b>55,430.00</b>	<b>53,515.00</b>	<b>57,324.00</b>
Retirees/Board Insurance						25,756.00
Uniforms	1,057.41	1,367.77	1,943.03	1,929.00	1,545.00	1,760.00
Training	1,346.05	118.20	1,973.25	2,619.00	3,173.00	3,200.00
<b>Meetings &amp; Conferences</b>						
Board	1,603.37	1,687.26	2,204.78	2,117.00	3,524.00	2,200.00
General Manager	224.14	41.90	2,903.71	203.00	3,319.00	2,500.00
Employees	914.21	473.60	818.11	1,770.00	470.00	1,500.00
<b>Total Meetings &amp; Conferences</b>	<b>2,941.72</b>	<b>2,402.76</b>	<b>5,926.60</b>	<b>4,090.00</b>	<b>7,313.00</b>	<b>6,200.00</b>
<b>Total Officers and Employees</b>	<b>351,282.51</b>	<b>419,109.02</b>	<b>479,159.05</b>	<b>527,386.00</b>	<b>562,141.00</b>	<b>604,355.00</b>
<b>Contractual Services</b>						
<b>Memberships</b>						
RWA	0.00	0.00	0.00	3,518.00	4,724.00	11,900.00
ICMA	150.00	165.00	0.00	248.00	0.00	0.00
Rio Linda Chamber of Commerce	75.00	75.00	75.00	75.00	0.00	100.00
SGA	6,818.00	4,679.00	2,442.00	11,120.00	19,299.00	1,650.00
SAWWA	589.86	885.09	0.00	0.00	0.00	0.00
CSDA	518.00	265.50	537.00	835.00	587.00	650.00
ACWA	2,365.04	2,660.00	3,000.00	3,125.00	3,305.00	3,500.00
SAWWA Program/RWAWEP	0.00	295.25	1,198.65	1,970.00	1,890.00	2,100.00
California Urban Water Council	0.00	0.00	0.00	1,858.00	2,066.00	0.00
AWWA	173.28	196.32	216.67	227.00	436.00	500.00
Memberships - Other	59.26	48.49	124.83	15.00	45.00	50.00
<b>Total Memberships</b>	<b>10,748.44</b>	<b>9,269.63</b>	<b>7,584.15</b>	<b>22,989.00</b>	<b>32,262.00</b>	<b>20,450.00</b>
Lien Administration	0.00	0.00	0.00	352.00	202.00	0.00
<b>Elections</b>	<b>0.00</b>	<b>3,469.00</b>	<b>0.00</b>	<b>3,415.00</b>	<b>0.00</b>	<b>4,200.00</b>
Permits/Certifications	2,426.29	3,435.11	7,620.53	10,023.00	2,416.00	4,000.00
SNAGMA Fee	0.00	8,140.00	8,373.00	0.00	0.00	0.00
Governmental Fees	0.00	0.00	0.00	0.00	5,191.00	200.00
<b>Insurance</b>						
Liability/Vehicle						
Damaged Vehicle	0.00	0.00	397.16	0.00	0.00	0.00
Liability/Vehicle - Other	15,131.00	13,356.00	15,795.24	15,380.00	16,030.00	13,800.00
<b>Total Liability/Vehicle</b>	<b>15,131.00</b>	<b>13,356.00</b>	<b>16,192.40</b>	<b>15,380.00</b>	<b>16,030.00</b>	<b>13,800.00</b>
Property	2,306.02	2,268.54	2,028.75	2,510.00	2,809.00	2,000.00
Dishonesty Bond	444.00	444.00	333.00	0.00	0.00	0.00
<b>Total Insurance</b>	<b>17,881.02</b>	<b>16,068.54</b>	<b>18,554.15</b>	<b>17,890.00</b>	<b>18,800.00</b>	<b>15,800.00</b>
<b>Laboratory Services</b>						
<b>Coliform Test</b>						
Non Customer Tests	0.00	0.00	24.00	72.00	141.00	100.00
Coliform Test - Other	0.00	0.00	2,406.00	2,355.00	2,204.00	2,300.00
<b>Total Coliform Test</b>	<b>0.00</b>	<b>0.00</b>	<b>2,430.00</b>	<b>2,427.00</b>	<b>2,345.00</b>	<b>2,400.00</b>
Physical/Chemical Tests	0.00	0.00	7,319.00	3,654.00	2,186.00	11,000.00
Special Tests	0.00	0.00	214.00	166.00	0.00	2,000.00
Laboratory Services - Other	7,723.50	4,407.50	0.00	0.00	0.00	0.00
<b>Total Laboratory Services</b>	<b>7,723.50</b>	<b>4,407.50</b>	<b>9,963.00</b>	<b>6,267.00</b>	<b>4,534.00</b>	<b>15,400.00</b>
<b>Conservation</b>						
Washing Machine Rebates	0.00	150.00	400.00	200.00	150.00	300.00
Water Education Foundation	23.75	0.00	0.00	0.00	0.00	200.00
Citation Forms	0.00	27.70	0.00	0.00	0.00	0.00
Specialist Support	0.00	0.00	0.00	0.00	0.00	0.00



Rio Linda/Eiverta Community Water District  
 Budget Detail and History  
 July 1, 1997 through June 30, 2003

	Jul '97 - Jun '98	Jul '98 - Jun '99	Jul '99 - Jun '00	Jul '00 - Jun '01	Jul '01 - Jun '02	FY 2002-03
Groundwater Recharge Study						0.00
Education Supplies	2,860.12	666.16	1,340.84	1,158.00	1,131.00	1,200.00
Total Conservation	2,863.87	843.86	1,740.84	1,358.00	1,281.00	1,700.00
<b>Engineering Services</b>						
DWSAP Expense					25,248.00	13,700.00
General Engineering	0.00	525.00	12,470.58	1,783.00	3,350.00	15,000.00
Plan Review (Reimbursed)	0.00	0.00	0.00	0.00	0.00	10,000.00
Total Engineering Services	0.00	525.00	12,470.58	1,783.00	28,638.00	38,700.00
<b>Communications</b>						
Radio System Maintenance	60.00	0.00	172.09	684.00	0.00	300.00
Pagers	471.52	624.26	722.34	961.00	695.00	1,200.00
Cellular Phones	907.26	851.35	1,064.32	1,410.00	2,197.00	1,100.00
Regular Telephone Service	1,986.69	2,551.19	4,822.61	5,162.00	4,074.00	4,500.00
ISP/Web site/Access Phone Line	0.00	0.00	2,288.24	6,236.00	3,483.00	3,000.00
Total Communications	3,425.47	4,026.80	9,189.60	14,453.00	10,749.00	10,100.00
<b>Publishing</b>						
Legal Advertising	503.92	24.00	0.00	3,737.00	1,391.00	1,200.00
Newsletters	1,709.09	5,489.82	1,486.66	7,529.00	30.00	4,000.00
Total Publishing	2,203.92	5,513.82	1,486.66	11,266.00	1,421.00	5,200.00
<b>Building</b>						
Utilities	3,497.54	3,038.59	4,755.18	5,354.00	5,825.00	6,500.00
Janitorial	2,000.00	2,359.48	1,963.00	2,180.00	2,385.00	2,500.00
Security	288.00	354.41	390.89	1,041.00	419.00	500.00
Maintenance	1,511.17	2,753.94	1,999.96	2,160.00	1,841.00	1,600.00
Total Building	7,296.71	8,506.42	9,109.03	10,765.00	10,470.00	11,100.00
Contractual Services - Other	305.00	0.00	305.00	0.00	0.00	0.00
Total Contractual Services	34,894.22	64,205.68	66,366.84	100,561.00	115,958.00	126,550.00
<b>Field Operations</b>						
<b>Transmission &amp; Distribution</b>						
Service Connections	5,607.71	7,340.21	7,100.31	12,465.00	9,892.00	15,000.00
Hydrants	0.00	52.56	934.22	819.00	197.00	200.00
Mains	6,867.95	6,370.91	5,671.09	15,037.00	39,536.00	10,000.00
Tanks	0.00	0.00	0.00	360.00	375.00	0.00
Underground Service Alert	472.65	316.14	258.26	231.00	131.00	200.00
Radio Meter Program					56,577.00	40,000.00
Contract Repairs					31,617.00	30,000.00
Customer Damages	0.00	0.00	0.00	0.00	0.00	0.00
Total Transmission & Distribution	14,948.31	14,062.82	14,272.91	28,912.00	138,325.00	95,400.00
<b>Cross-Connection Control</b>						
Cross-Connection Testing	8,502.25	7,982.55	644.19	269.00	499.00	500.00
Total Cross-Connection Control	8,502.25	7,982.55	644.19	269.00	499.00	500.00
<b>Treatment</b>						
Building & Structures	42.77	79.29	0.00	0.00	0.00	0.00
Chemicals & Supplies	4,153.44	5,766.33	5,518.37	7,439.00	8,392.00	8,000.00
Total Treatment	4,196.21	5,845.62	5,518.37	7,439.00	8,392.00	8,000.00
<b>Pumping</b>						
Electrical/Panels	3,767.65	450.14	1,172.52	0.00	1,796.00	2,000.00
<b>Pumps</b>						
Motor Evaluations	1,395.00	0.00	0.00	0.00	0.00	0.00
Pumps - Other	3,757.40	17,595.11	14,431.92	9,668.00	11,713.00	25,000.00
Total Pumps	5,152.40	17,595.11	14,431.92	9,668.00	11,713.00	25,000.00
Electricity	110,531.32	125,230.60	127,052.02	128,289.00	165,000.00	170,000.00
Gas/Diesel for Well Sites	0.00	0.00	198.42	255.00	462.00	500.00
Telemetry Lines	3,981.22	4,013.84	3,712.09	3,806.00	3,576.00	4,000.00
Pumping - Other	0.00	0.00	72.67	221.00	0.00	0.00
Total Pumping	123,432.59	147,269.69	146,636.64	142,240.00	182,577.00	201,500.00
<b>Construction Equipment Maint.</b>	4,465.70	432.37	1,257.29	907.00	2,637.00	2,000.00
<b>Transportation</b>						
Fuel	2,867.27	3,475.99	4,957.02	6,377.00	3,724.00	5,000.00
Vehicle Allowance					632.00	4,200.00
Maintenance	5,754.02	4,720.56	4,577.92	6,131.00	2,503.00	2,500.00
Total Transportation	8,651.29	8,196.55	9,534.94	12,508.00	6,859.00	11,700.00

**Rio Linda/Elverta Community Water District**  
**Budget Detail and History**  
 July 1, 1997 through June 30, 2003

	<u>Jul '97 - Jun '98</u>	<u>Jul '98 - Jun '99</u>	<u>Jul '99 - Jun '00</u>	<u>Jul '00 - Jun '01</u>	<u>Jul '01 - Jun '02</u>	<u>FY 2002-03</u>
Small Tools & Shop Supplies	2,241.67	2,914.35	3,485.98	2,336.00	2,527.00	2,000.00
Safety Equipment	1,143.72	816.85	1,368.16	1,729.00	1,477.00	1,300.00
Field Operations - Other	0.00	43.04	0.00	0.00	0.00	0.00
<b>Fixed Assets-</b>						
PU Truck-Vehicle Replacement					16,527.00	17,500.00
Diffuser/Dachnormator						2600.00
Total Field Operations	167,591.74	187,508.84	182,722.35	126,340.00	343,493.00	341,800.00
<b>Office Operations</b>						
Bank Charges	1,291.74	2,777.14	3,477.62	2,816.00	5,151.00	4,800.00
Printing	3,335.70	1,978.00	7,651.07	4,984.00	6,726.00	7,000.00
Postage	12,198.70	11,684.83	11,246.13	13,128.00	16,879.00	13,500.00
Postage Machine Rental	0.00	0.00	954.56	954.00	1,347.00	1,500.00
Computer Supplies	2,467.24	3,591.02	4,491.27	7,993.00	810.00	1,000.00
Office Supplies	9,233.77	7,035.60	9,059.50	9,422.00	9,970.00	9,100.00
<b>Publications</b>						
Miscellaneous	592.55	156.95	355.25	287.00	275.00	100.00
West Codes on CD	789.83	801.68	827.52	946.00	769.00	0.00
MetroScan	1,354.02	1,129.37	1,466.84	1,918.00	1,354.00	1,400.00
Publications - Other	63.57	0.00	0.00	0.00	0.00	0.00
Total Publications	2,890.08	2,067.00	2,649.61	3,151.00	2,398.00	1,500.00
<b>Office Equipment Maintenance</b>						
Billing Software Maintenance	662.48	0.00	692.50	2,978.00	2,750.00	2,800.00
Computer Systems Maintenance	0.00	0.00	0.00	0.00	1,914.00	1,000.00
Photocopy Maintenance	363.43	381.26	398.00	422.00	407.00	480.00
Inserter Maintenance	1,692.52	1,794.90	2,068.84	4,116.00	2,300.00	2,500.00
Postage Machine	0.00	0.00	603.30	663.00	800.00	1,400.00
Miscellaneous	907.05	333.16	117.35	340.00	103.00	0.00
Office Equipment Maintenance - Other	0.00	492.19	0.00	0.00	0.00	0.00
<b>Fixed Assets-</b>						
Copier						9,000.00
Inserter/Folder/Postage Machine						4,000.00
Computer Related						1,500.00
Total Office Equipment Maintenance	3,625.46	3,001.51	3,676.99	8,322.00	8,274.00	22,680.00
<b>Office Operations - Other</b>	0.00	0.00	281.33	0.00	0.00	0.00
Total Office Operations	35,976.71	32,155.70	43,671.88	50,970.00	51,555.00	41,080.00
<b>TOTAL OPERATING EXPENSES</b>	608,835.18	702,976.24	791,640.15	850,789.00	1,163,147.00	1,017,780.00
<b>NON-OPERATING EXPENSES</b>						
<b>Income Related</b>						
716 L Street Expense	463.27	1,343.82	0.00	0.00	0.00	0.00
724 L Street Expenses	204.89	0.00	2,215.30	1,092.00	960.00	0.00
Total Income Related	668.16	1,343.82	2,215.30	1,092.00	960.00	0.00
Legal Expense	103,867.64	139,232.77	58,166.01	142,253.00	140,118.00	135,000.00
<b>Debt Service</b>						
Special Counsel				98,000.00		
Principal Payment	70,000.00	70,000.00	75,000.00	80,000.00	85,000.00	90,000.00
Interest Payment	336,760.00	332,962.50	328,918.75	324,480.00	319,652.00	314,500.00
Debt Administration	2,025.00	2,295.00	2,460.00	2,610.00	2,560.00	2,750.00
Total Debt Service	408,785.00	405,257.50	406,378.75	505,090.00	497,212.00	542,250.00
<b>TOTAL NON-OPERATING EXPENSES</b>	409,453.16	405,601.32	408,594.05	506,182.00	548,320.00	644,270.00
<b>Capital Projects</b>						
Tractor					20,140.00	
Jackhammer					634.00	
Conjunctive Use Study					1,270.00	
Master Plan Improvement Projects					7,358.00	175,000.00
Yard Improvements-Crushed Rock					1,444.00	
Standards				22,882.00		
Annexation Maps				3,849.00		
Elkhorn Project				1,050.00		
District Master Plan				84,570.00	7,877.00	
<b>TOTAL CAPITAL PROJECTS</b>				112,151.00	38,723.00	175,000.00
<b>TOTAL EXPENSE</b>	1,018,318.34	1,109,577.56	1,200,234.20	1,496,122.00	1,651,467.00	1,702,050.00
<b>Net Income</b>	-68,854.69	-97,995.52	-135,108.19	-354,454.00	-470,952.00	-577,025.00

**Rio Linda/Elverta Community Water District**

**Resolution 2002-05**

**Amending the Urban Water Management Plan to add missing Elements  
and to modify the Water Delivery Area to Include the Non-franchised  
Area of the Elverta Specific Plan**

**Whereas**, the District Board of Directors adopted its Urban Water Management Plan (UWMP) on February 26, 2001; and

**Whereas**, on May 7, 2002 the California Department of Water Resources (DWR) issued a letter to the District requesting that the adopted UWMP be amended to address certain elements not described in the approved document; and

**Whereas**, on May 28, 2002 the District received a request from the Sacramento County Department of Environmental Review and Assessment (County) for a "Water Supply Assessment" of the Elverta Specific Plan area including a portion that is currently not being served by any water purveyor; and

**Whereas**, recent state legislation (SB 610, SB 221 and AB 901) establishes a nexus between serving new development and information contained in Urban Water Management Plans; and

**Whereas**, the Board of Directors wishes to amend its adopted UWMP to address issues raised by DWR and correct any inconsistencies associated with providing future water service to that area of the Elverta Specific Plan not currently served by any water provider.

**Now, Therefore be it Resolved** by Rio Linda/Elverta Community Water District Board of Directors that the adopted Urban Water Management Plan is amended to add the information contained in the attached Exhibit 1; and

**Be it Further Resolved** that at a properly noticed public hearing held on August 26, 2002 the Board of Directors considered any and all comments from the public regarding the amendments to the Urban Water Management Plan; and

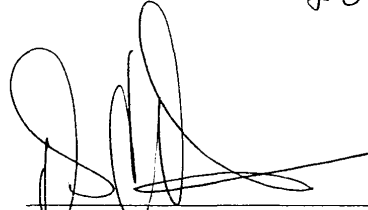
**Be it Further Resolved** that the General Manager is directed to transmit the amended document to the California Department of Water Resources and to any other state and local agencies as required.

Introduced and Adopted this 26<sup>th</sup> Day of August 2002 by the following vote:

Ayes, in favor hereof: 5 Griffin, Wickham, Cater, Blaschard  
+ O'Brien

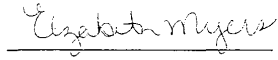
Noes: 0

Absent: 0



Doug Cater  
President, Board of Directors

Attest:



Clerk of the Board

## Exhibit 1

### Rio Linda/Elverta Community Water District Amendment Number 1 to the 2000 Urban Water Management Plan

*The following Sections are added to the Urban Water Management Plan to address incomplete components identified by the California Department of Water Resources. The Plan is amended to read as follows:*

#### Section IV Water Demand Management Measures BMP 15 (Page 29)

The District currently has one program that provides a financial incentive to customers for conservation. The Washing Machine Replacement Program provides for a \$50.00 rebate for the purchase of water-conserving washing machines. This program is administered in conjunction with the Sacramento Municipal Utility District (SMUD). SMUD provides an additional \$75.00 or \$125.00 rebate to District customers depending on the model selected.

The District supports efforts by the California Urban Water Conservation Council to establish financial incentive guidelines. In addition, the District will explore the possibility of increasing the number of financial incentive programs available to District customers. The establishment of new programs will be within the context of providing cost-effective conservation programs within available financial resources. Additionally, the District will look at the possibility of providing jointly sponsored programs with Sacramento County Sanitation District 1 (CSD-1) and the Sacramento Regional County Sanitation District (SRCSD).

#### Section V Other Matters – Wastewater and Recycled Water A – 1 (Page 36)

(County Sanitation District – 1 (CSD-1) provides sewer collection and conveyance services for the urbanized and unincorporated areas of Sacramento County. CSD-1 is the largest of the three contributing agencies to the Sacramento Regional County Sanitation District (SRCSD). CSD-1 maintains over 2,400 miles of sewer collector and trunk pipelines ranging in size from 4 to 75 inches in diameter. Sewage is discharged into SRCSD's interceptor system. Sewage from this system is conveyed to and treated at the Sacramento Regional

Wastewater Treatment Plant, which is located outside the Districts' service area. The Regional Treatment Plant provides primary and secondary activated sludge treatment of sewage. The treatment plant on average processes 165 million gallons per day (MGD) of sewage. The treated effluent is disinfected and discharged through a 2-mile outfall that terminates at the Sacramento River near the town of Freeport, California.

CSD-1 serves only a small portion of the Districts' 17.8 square mile service area. The primary area within the District that is served by sewer is located in central Rio Linda. This is an area that is bordered generally by Elkhorn Boulevard on the south, Dry creek Road on the east, U Street on the north and West 2<sup>nd</sup> Street on the west. In addition, there is a small subdivision located off Dry Creek between G Street and E Street that is also served by sewer. The attached map provided as Exhibit A – 1 indicates the area served by sewer. It is estimated that on average less than 0.5 MGD of sewage is generated, conveyed and treated in that portion of the CSD-1 service area within the District.

Approximately 70% of the sewage generated within the District is disposed of through septic tanks. This method does not provide for efficient means of recycled use. However, individual homeowners may be able to establish "gray-water" systems under approved guidelines established by the State Department of Health Services.

Recycled water is not currently in use within the District. This is the case because the treatment plant is located near the community of Elk Grove, which is over 15 miles from the District. Recycled water can be used near the treatment plant, however. In 1999 the SRCSD initiated a 5 million gallon per day (MGD) water recycling facility. This plant when operational in September 2002 will serve the areas of Elk Grove and Laguna with recycled water for landscape irrigation purposes. The attached map of the recycled water service zone is provided as Attachment A - 2.

As regional wastewater treatment is proposed to be used through full build-out of the District, on-site recycling of sewage is neither technically or economically feasible. However, the long term potential for recycled water use for groundwater recharge and irrigation uses may be feasible by the reuse of effluent discharge from the City of Roseville Wastewater Treatment Plant. This type of recycled water use would need to be coordinated with numerous public agencies before it could be determined feasible.

***The following Sections are added to the Urban Water Management Plan to address the provision of water service to a non-franchised area adjacent to the Districts' current boundaries. The Plan is Amended to read as follows:***

Section I (A.) Description of Service Area (Page 1)

The Service area shall also include the approximately 177+/- acres located within the Elverta Specific Plan that is not currently being served by any water provider. This section is called the "non-franchised" area. The non-franchised area is located at the northeasterly corner of the Districts' current boundaries and adjacent to the Sacramento/Placer County line. A map of the non-franchised area is provided as Attachment A – 3. The estimated population for this area at full build-out is approximately 1200 people.

Section II (B) Build-out Demand Projections (Page 9)

The District has incorporated the "Preliminary Elverta Specific Plan" (September 21, 1999) land use data to determine the effect of the proposed new development on future water demand. The land use water demand factors used in making the estimates were obtained from the report entitled "*Estimate of Annual Water Demand within the Sacramento Countywide Area*" prepared in May 1995 for the Sacramento City-County Office of Metropolitan Water Planning (Metropolitan Water). These demand factors represent an average per acre water use estimate that can be used for projecting potential demand. In the report actual water use data was collected for various land use designations. Base on the collective data, estimated demand factors were developed for each land use. While these demand factors actually overstated water use for current District customers, it nonetheless serves as a good planning tool for future water supply demand.

Based on the demand factors prepared for Metropolitan Water, total water demand at build-out for that portion of the Elverta Specific Plan currently within the District's boundaries is 3150 AFY. This averages approximately 2.8 MGD. Using the same methodology for the "non-franchised" area, annual water demand is estimated to be 545 AFY, or 0.49 MGD. The estimate for both of these areas combined is 3695 AFY, or 3.3 MGD. The bases for the water demand estimate is contained in Table 1.

**Table 1. Elverta Specific Plan Water Demand Analysis<sup>1</sup>**

Zoning	Number of Acres	Water Demand Factor (acre-feet per year)	Total Water Demand (acre-feet per year)
RD 20	8	4.40	35.2
RD 6, 7	185	3.08	569.8
RD 3, 4, 5	497	3.08	1530.8
RD 1, 2	119	3.08	366.5
Ag Res N-5	286	1.44	411.8
Commercial	10	3.80	38
Parks	15	3.82	57.3
Schools	20	3.82	76.4
Miscellaneous <sup>2</sup>	240	0.27	64.2
<b>Subtotal</b>	<b>1380</b>		<b>3150</b>
<b>Non-franchised Area</b>			
Ag Res 1 <sup>3</sup>	95	3.08	292.6
RD 3, 4, 5	82	3.08	252.4
<b>Subtotal</b>	<b>177</b>		<b>545</b>
<b>Grand Total</b>	<b>1557</b>		<b>3695</b>

Section III (D) Future Water Supply Requirements (Page 21)

The District assumes that additional water supply will be needed to meet build-out demand. This future demand will be met by the addition of new wells in those areas subject to growth. Six new wells will need to be drilled and the appropriate pipelines installed to provide service to the Elverta Specific Plan area. These improvements will be installed at the developers expense as a condition to receive water from the District. A draft-financing plan has been developed for the "Sacramento County Elverta Owners Group" to address these and other infrastructure costs associated with the development. This financing plan will be analyzed to determine if it is consistent with the needs of the District.

<sup>1</sup> Demand projection is based on that portion of the Elverta Specific Plan within the District Boundaries as identified in Table 3-3 (page 20) of the Urban Water Management Plan. The non-franchised area demand is based on the land use summary contained on page 11 (Figure 2.1) of the Elverta Specific Plan (3/7/00 Administrative Draft) with an estimate of the number of acres identified as "non-franchised".

<sup>2</sup> Includes drainage/trail/water detention and related facilities, as well as roads.

<sup>3</sup> It was assumed that the Elverta Specific Plan would allow for one-acre minimums and that the demand factor for planning purposes would be the same as RD 1 zoning.



The District initiated a local groundwater study in 2001 that is now in draft form.<sup>4</sup> The purpose of the study was to evaluate the impacts of various conditions of increased water extraction and to determine in-lieu groundwater recharge feasibility. A modeling approach was used to simulate various levels and locations of extraction. In-lieu recharge was modeled by substituting agricultural groundwater uses in the Natomas Mutual Water Company service area with surface water. The draft study used a year 2030 water demand baseline of 18,364 AFY for the District service area and 3150 AFY for that portion of the Elverta Specific Plan Area currently within the Districts' boundaries. Demand factors for the additional 177+/- acres east of the District boundary in the non-franchised area were not specifically addressed in the study. However, the groundwater model is pertinent to the entire North County Groundwater Area.

One of the modeling scenarios assumed groundwater extraction at the center of the Elverta Specific Plan area of 2551 AFY above baseline conditions. This scenario estimated that groundwater elevations would drop an additional 7.5 feet at the site and 4.1 feet at McClellan AFB as compared to baseline conditions.<sup>5</sup> Groundwater storage would be reduced by 45,300 acre-feet. However, using a surface water in-lieu recharge scenario of 9,300 AFY, groundwater elevations at the site would only decline by an additional 1.8 feet and would actually increase by 0.9 feet at McClellan AFB. Overall storage would increase by 41,400 acre-feet under this model condition.<sup>6</sup>

In respect to the non-franchised area an additional 545 AFY of water would be added to the estimated demand. Extrapolating this additional demand from the groundwater model estimates would result in additional reductions in groundwater levels from the baseline conditions. It is estimated that groundwater levels would decline by an additional 1.6 feet at the center of the Elverta Specific Plan area and an additional 0.9 feet at McClellan AFB. Groundwater storage would be reduced by an additional 9680 acre-feet. A surface water in-lieu recharge scenario would mitigate any additional demand in this area. The affect of providing water to the non-franchised area on overall groundwater extractions is insignificant.

Groundwater will continue to be a reliable supply for current and future demand, including the additional demand associated with the non-franchised area. This remains a reliable water source in average, single dry and multiple dry years. The District is currently pumping on average 3360 acre-feet of water each year. The long-term sustainable yield for that portion of the North Sacramento Water Basin covered by the District, including the non-franchised area, is 17,932 acre feet per year.

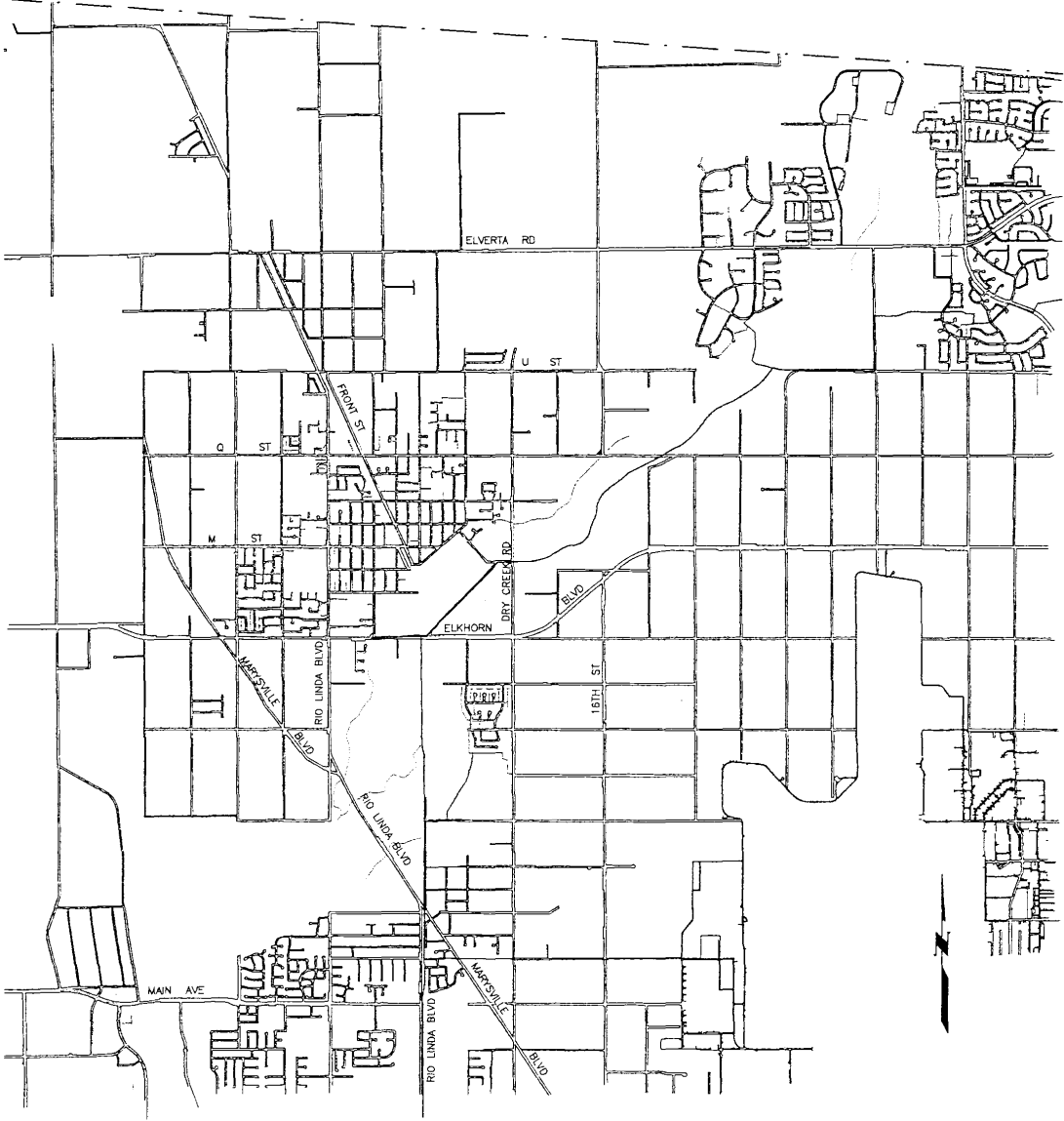
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<sup>4</sup> Rio Linda/Elverta Community Water District Groundwater Investigation – Draft, June 2001, Prepared by Montgomery Watson Harza.

<sup>5</sup> Ibid. Page 5-1, Table 5-1.

<sup>6</sup> Ibid. Page 5-7, Table 5-2.

# DEPARTMENT OF WATER QUALITY SEWER SYSTEM WITHIN THE RIO LINDA AREA



## LEGEND

- Small Sewerlines (typically <12")
- Trunk Lines (typically <18")
- Interceptors (typically >18")

**Exhibit A - 1**

# Water Recycling Public Outreach Program Recycled Water Distribution Map

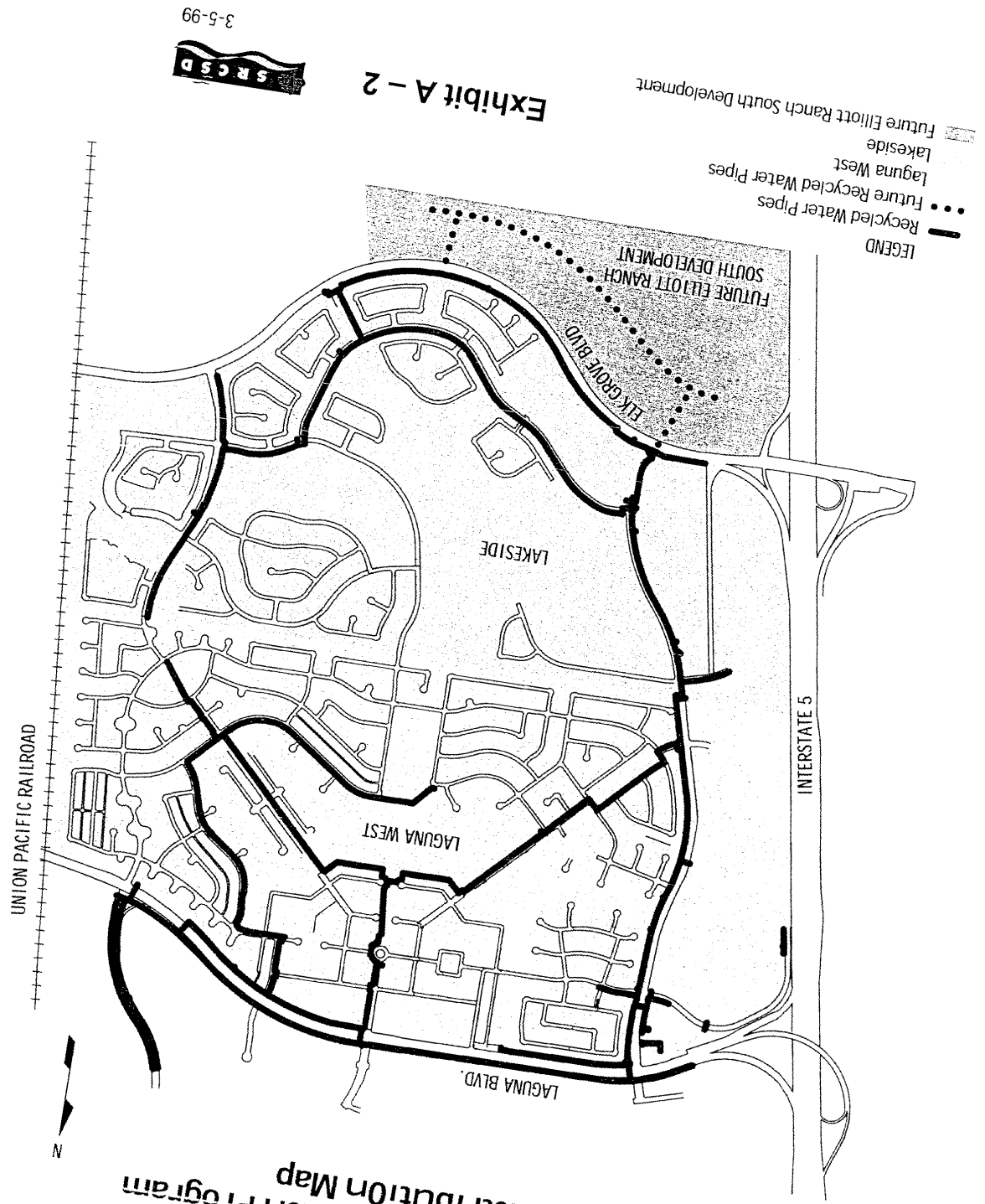


Exhibit A - 2

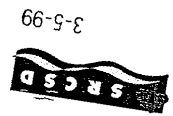
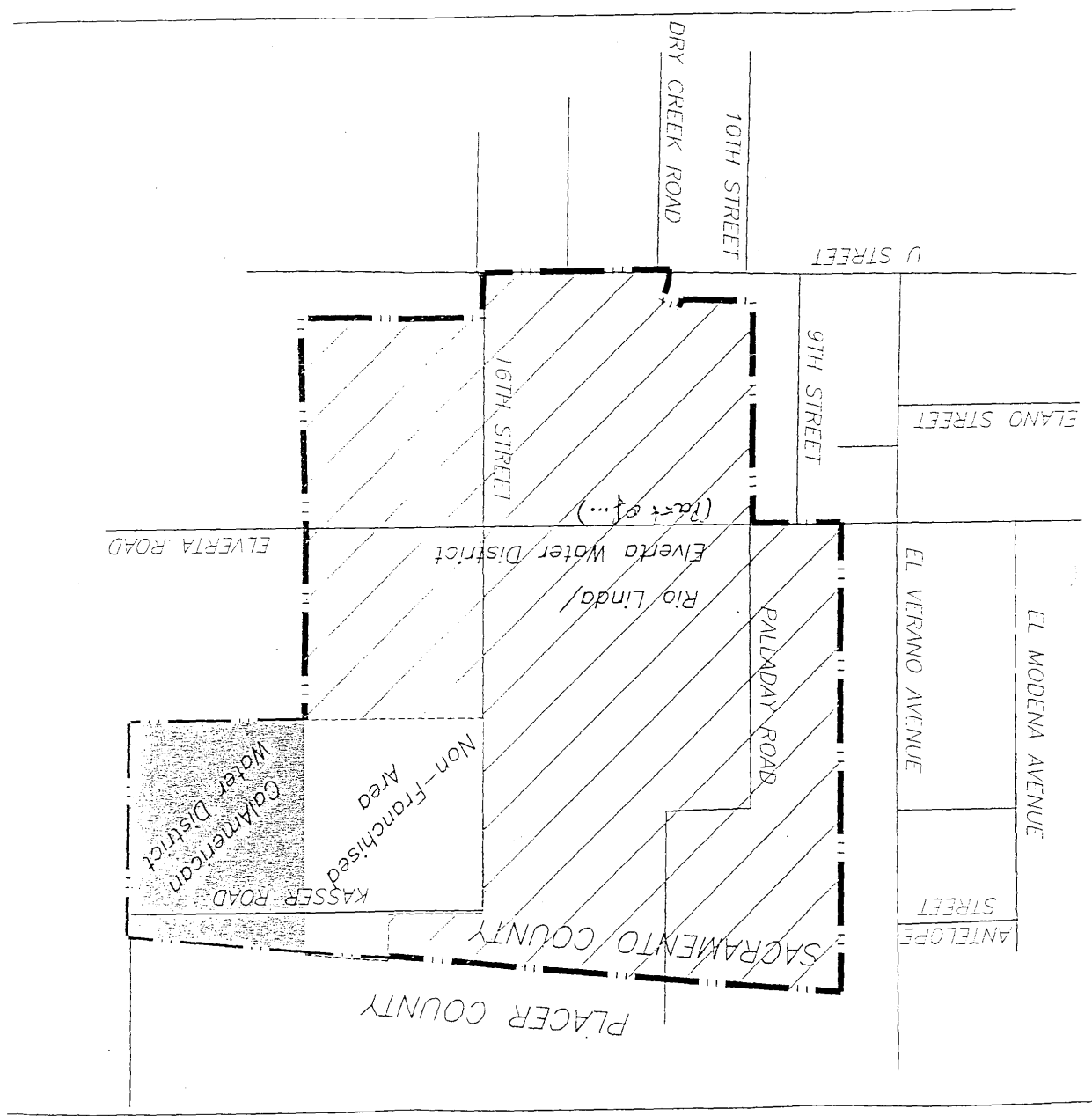


Exhibit A - 3  
 Elverta Specific Plan  
 Water Supplier Service Areas



## Exhibit 6

### Rio Linda/Elverta Community Water District

#### Resolution 2002 – 06

##### **Adopting the Water Supply Assessment for the Elverta Specific Plan Including the Non-franchised Area Adjacent to the District Boundary**

**Whereas**, the Sacramento County Department of Environmental Review and Assessment, hereinafter referred to as "County", has undertaken the environmental assessment of the Elverta Specific Plan, hereinafter referred to as the "Plan"; and

**Whereas**, the County has requested that a water supply assessment be conducted by the District consistent with SB 901 (Water Code Section 10910 et seq.), SB 610 (Water Code Section 10631 et al.) and SB 221 (Government Code Sections 65867.5, 66455.3 & 66473.7); and

**Whereas**, District staff has prepared a Water Supply Assessment, hereinafter referred to as the "Report", consistent with the intent of the legislation; and

**Whereas**, the Board of Directors has reviewed the Report and proposed Elverta Specific Plan water demands during public meetings held on June 25, 2002, July 15, 2002 and August 26, 2002; and

**Whereas**, the Board of Directors has considered those factors effecting water supply and demand to the Plan Area, including that area adjacent to the District Boundary that is currently "non-franchised", and has considered any and all public comments on the issue.

**Now, therefore be it Resolved**, that the Board of Directors hereby adopts the forgoing report entitled "*Water Supply Assessment for the Elverta Specific Plan (Control No. 99-SFB-0351)*," effective August 26, 2002;

**Be it further Resolved**, that the Board of Directors makes the following findings:

1. That the District is the designated agency under Water Code Sections 31020 – 31029.1 authorized to provide water to a majority of the project area;
2. That the water supply and projected water demands associated with the proposed plan, including the non-franchised area, is a part of, and incorporated in, the Districts' most recently adopted Urban Water Management Plan;

3. That the water supply available during normal, single-dry and multi-dry years analyzed through a period until year 2030 is sufficient to meet current uses, planned future uses and projected Plan demands, including those demands associated with the non-franchised area, provided sufficient infrastructure is constructed by the project owners/developers;
4. That the Water Supply Assessment Report constitutes written verification under Government Code Section 66473.7 (b) (1) and was approved within ninety (90) days of request; and
5. That the Water Supply Assessment Report and source documents referenced in the report constitute "substantial evidence" that the District has sufficient water supply to meet the projected demand of the Elverta Specific Plan;

**Be it further resolved**, that the General Manager is hereby directed to transmit this Water Supply Assessment to the County Department of Environmental Review and Assessment.

Introduced and Adopted this 26<sup>th</sup> Day of August 2002 at a Special Meeting of the Board of Directors by the following vote:


AYES: 5 Griffin, Wickham, Cater, Blanchard & O'Brien

NOES: 0

ABSTAIN: 0


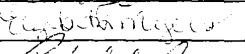
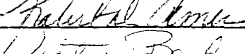
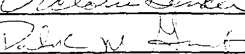



\_\_\_\_\_  
Doug Cater  
President, Board of Directors

  
\_\_\_\_\_  
Clerk of the Board

**RESOLUTION** 2002-07

BE IT RESOLVED by the Governing Board, OR by the Chief Administrative Officer of those organizations which do not have a governing board, and hereinafter authorized that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire federal surplus property from the California State Agency for Surplus Property under the Terms and Conditions listed on the reverse side of this form."

NAME-(Print or type)	TITLE	SIGNATURE	E-MAIL ADDRESS
A. David Andres	General Manager		dandres@covad.net
Elizabeth Myers	Administrative Superv.		lmyers@covad.net
Robert Ames	Water Utility Supervisor		rames@rlecwd.net
Victoria Bender	Accounting Technician		
Patrick Goyet	Water Utility Operator		

B. PASSED AND ADOPTED this 26th day of August, 2002, by the Governing Board of  
Rio Linda/Elverta Community Water District

by the following vote: AYES: 5; NOES: 0; ABSENT: 0

I, Elizabeth Myers, Clerk of the Governing Board of

Rio Linda/Elverta Community Water District do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a Special meeting thereof held at its regular place of meeting at the date and by the vote above stated, which resolution is on file in the office of the Board.

Rio Linda/Elverta Community Water District

Name of organization

PO Box 400

Mailing address

Rio Linda Sacramento 95673

(Signed)

City County ZIP code

X

OR

C. AUTHORIZED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

\_\_\_\_\_  
 Name of Chief Administrative Officer

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Name of organization

\_\_\_\_\_  
 Mailing address

\_\_\_\_\_  
 City County ZIP code

(Signed)

NOTE: IF YOU HAVE A GOVERNING BOARD, SECTIONS "A" AND "B" SHOULD BE COMPLETED.  
 IF YOU DO NOT HAVE A GOVERNING BOARD, SECTIONS "A" AND "C" SHOULD BE COMPLETED.

TERMS AND CONDITIONS

(A) THE DONEE CERTIFIES THAT:

- (1) It is a public agency, or a nonprofit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the administrator of General Services.
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the state, except with prior approval of the state agency.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All items of Property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the state agency and, at the donee's expense return such property to the state agency, or otherwise make the property available for transfer or other disposal by the state agency, provided the property is still usable as determined by the state agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.
- (3) In the event the property is not so used or handled as required by (B) (1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the state agency designates a further period of restriction.
- (3) In the event the property is not so used as required by (C) (1) and (2) and federal restrictions (B) (1) and (2) have expired then title and right to the possession of such property shall at the option of the state agency revert to the State of California and the donee shall release such property to such person as the state agency shall direct.

(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently, for use outside the state without the prior approval of GSA under (B) or the state agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the state agency, shall be remitted promptly by the donee to GSA or the state agency, as the case may be.
- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the state agency, the donee, at the option of GSA or other state agency, shall pay to GSA or the state agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the state agency.
- (3) If at anytime, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the state agency, and shall, as directed by the state agency, return the property to the state agency, release the property to another donee or another state agency or a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the state agency.
- (4) The donee shall make reports to the state agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the state agency.
- (5) At the option of the state agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent thereto in (D) by payment of an amount as determined by the state agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

- (1) The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the state agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.



# Rio Linda/Elverta Community Water District

Resolution 2002-08

## Settlement Agreement with Boyle Engineering Corporation in San Joaquin County Superior Court Case – CV002942

**Whereas**, on December 31, 1996 the Rio Linda/Elverta Community Water District Board of Directors, hereinafter referred to as *District*, filed a complaint against Northridge Water District, hereinafter referred to as *Northridge*, a local governmental agency and Boyle Engineering Corporation, hereinafter referred to as *Boyle*, a California Corporation; and

**Whereas**, such complaint was filed in the Superior Court of the State of California in the County of San Joaquin as Case No. CV 002942; and

**Whereas**, the *District* sought to rescind a capacity agreement and recover damages from *Northridge* and *Boyle*; and

**Whereas**, on November 23, 1998 the *District* and *Northridge* entered into a settlement agreement; and

**Whereas**, under the terms of the Northridge settlement agreement the *District* relinquished any right to capacity in the Northridge pipeline and the San Juan pipeline, hereinafter referred to as *Project*, in exchange for, among other things, \$3,071,369 and the assignment of any claims that *Northridge* may have against *Boyle* in respect to the Project; and

**Whereas**, on April 28, 1999 the *District* filed a Second Amended Complaint asserting, among other issues, negligent misrepresentation and professional negligence against *Boyle*; and

**Whereas**, on August 20, 2002 *District* and *Boyle* entered into court-requested mediation; and

**Whereas**, the Parties now wish to settle the complaint under mutually agreeable terms.

**Now, therefore be it Resolved**, that the Board of Directors hereby approves the attached Settlement Agreement; and

**Be it further Resolved**, that the Board President is authorized and directed to sign said agreement; and


**Be it further Resolved**, the Special Legal Counsel is directed to transmit the signed Settlement Agreement to Counsel for Boyle Engineering Corporation.

Introduced and Adopted this 26<sup>th</sup> day of August 2002 at a Special Meeting of the Board of Directors by the following vote:

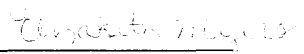
Ayes: 5      GRIFFIN, WICKHAM, CATER, BLANCHARD and O'BRIEN

Noes: 0      NONE

Abstain: 0      NONE



Doug Cater  
President, Board of Directors

  
Clerk of the Board

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter referred to as "the Agreement") is made and entered into between and among the following parties to the Action: RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT, SACRAMENTO SUBURBAN WATER DISTRICT, and BOYLE ENGINEERING CORPORATION.

### RECITALS

- A. The "Action" means and refers to that certain suit entitled Rio Linda/Elverta Community Water District v. Northridge Water District, San Joaquin County Superior Court Action No. CV 002942, and all related cross-actions.
- B. "Party" or "parties" means or refers to any party executing this Agreement.
- C. "Affiliates" of a party means and refers to such party's respective heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, assigns, members, former shareholders, shareholders, former partners, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, associations and/or corporations connected with them, including, without limitation, their insurers, sureties, attorneys, consultants, and expert witnesses.
- D. "Projects" means or refers to certain actual or proposed real property and improvements commonly known as the "Northridge Water District Water Conveyance Pipeline," the "San Juan Cooperative Transmission Pipeline, the proposed "Rio Linda Pipeline," and all proposed pipelines and other facilities described in the Master Water Plan prepared for RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT by BOYLE ENGINEERING CORPORATION in January of 1995.
- E. The parties have been or may be involved in various claims and disputes arising out of or related to (1) the provision of engineering services to RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT and SACRAMENTO SUBURBAN WATER DISTRICT or their predecessors by BOYLE ENGINEERING CORPORATION, including, without limitation, the preparation by BOYLE ENGINEERING CORPORATION of estimates of the cost of the Projects, (2) the planning, design, engineering, development, administration, construction, observation, inspection, testing, supervision, manufacture, marketing, provision of materials, performance of services, repair, maintenance, and other alleged acts, omissions, and representations in connection with the Projects, and (3) the financing of RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT's participation in the Projects through the issuance of the certificates of participation in December of 1994.

F. This Agreement is made and entered into by and among the parties hereto to formalize termination of the parties' and their affiliates' involvement in the Action and to settle, resolve, satisfy, and discharge as to all parties hereto the released matters defined below in Section 1.0.

1.2.3.4.

### **TERMS AND CONDITIONS**

For valuable consideration, receipt of which is hereby acknowledged, the parties, and each of them, acknowledge and agree as follows:

#### **1.0 Agreement and Discharge**

In consideration for the full and timely performance of all terms and conditions of this Agreement in the manner prescribed herein, each party, on behalf of itself and its respective affiliates, hereby completely releases and forever discharges all of the other parties and their respective affiliates of and from any and all claims, demands, obligations, actions, liens, and rights for the recovery of damages, costs, losses, attorney's fees and legal costs, expenses, and compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, which the parties now have, or may hereafter acquire, by reason of any matter or cause arising out of or related to the (1) subject matter of the Action, (2) the provision of engineering services to RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT and SACRAMENTO SUBURBAN WATER DISTRICT, or their predecessors, by BOYLE ENGINEERING CORPORATION in connection with the Projects, including, without limitation, the preparation by BOYLE ENGINEERING CORPORATION of estimates of the cost of the Projects, (3) the planning, design, engineering, development, administration, construction, observation, inspection, testing, supervision, manufacture, marketing, provision of materials, performance of services, repair, maintenance, and other alleged acts, omissions, and representations in connection with the Projects, and (4) the financing of RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT's participation in the Projects through the issuance of the certificates of participation in December of 1994.

#### **2.0 Waiver of Unknown Claims**

The parties acknowledge and agree that there is a risk that, subsequent to the execution of this Agreement, they may incur, suffer or sustain injury, loss, damage, costs, attorney's fees and legal costs, expenses, or any of these, which are in some way caused by or connected with the released matters, and which are unknown and unanticipated at the time this Agreement is executed or not presently capable of being ascertained. The parties further acknowledge that there is a risk that such damages as are presently known may hereafter become more serious than any of them now expects or anticipates. Nevertheless, the parties acknowledge and agree that this Agreement has been negotiated and agreed upon in light of that realization and each party hereby expressly waives all rights each may have related to such unknown and unanticipated claims.

The parties acknowledge and agree that they have had the benefit and advice of counsel and hereby expressly waive all rights under section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

**3.0 Settlement Payments**

BOYLE ENGINEERING CORPORATION shall deliver a check or draft in the amount of five hundred thousand dollars (\$500,000.00) payable to "Rio Linda/Elverta Community Water District" within thirty (30) days of RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT's approval of this Agreement by a duly-execution resolution of its Board of Directors.

**4.0 Resolution of Board of Directors**

Concurrently with the execution of this Agreement, counsel for RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT shall deliver to the counsel for BOYLE ENGINEERING CORPORATION duly-executed resolutions of the Board of Directors of the RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT and SACRAMENTO SUBURBAN WATER DISTRICT approving and adopting this Agreement.

**5.0 Limited Confidentiality**

The parties may disclose the fact of the settlement of the Action. However, each of the parties agrees to not comment voluntarily on the terms of this settlement, except as required by law or as necessary for accounting, tax, insurance, regulatory, or legal purposes. The parties further agree to not disparage each other with respect to the Action, this settlement, or the events, occurrences, and circumstances relating to the subject matter of the Action.

**6.0 Attorney's Fees**

The parties shall bear all attorney's fees and legal costs arising from the actions of their own counsel in connection with the Action, this Agreement and the matters and documents referred to herein, the dismissal of the complaint and cross-complaint, and all related matters.

**7.0 Captions**

The captions to sections or subsections of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

**8.0 Survival Of Rights And Obligations**

This Agreement does not apply to any rights or obligations arising out of this Agreement, and all such rights and obligations shall survive the execution of this Agreement.

**9.0 Interpretation**

This Agreement is drafted by counsel for BOYLE ENGINEERING CORPORATION as an accommodation to the parties and is the product of deliberation between counsel. In the event of any dispute surrounding its interpretation, the parties do not intend that it be construed against the drafter and hereby expressly waive all rights under Section 1654 of the California Civil Code, which provides as follows:

**IN CASES OF UNCERTAINTY NOT REMOVED BY THE  
PRECEDING RULES, THE LANGUAGE OF A CONTRACT  
SHOULD BE INTERPRETED MOST STRONGLY  
AGAINST THE PARTY WHO CAUSED THE  
UNCERTAINTY TO EXIST.**

**10.0 Compromise**

This Agreement is a compromise of doubtful and disputed claims and shall never at any time or for any purpose be considered as an admission of liability and/or responsibility on the part of any party, and the payment of any sum of money in consideration for the execution of this Agreement and performance of the obligations herein shall neither constitute nor be construed as an admission of liability and/or responsibility by any party, each of which continues to deny such liability and disclaim such responsibility.

**11.0 Representation Of Comprehension Of Document**

In entering into this Agreement, the parties represent that the parties have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and explained to the parties by their attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by the parties.

## **12.0 Warranty Of Capacity To Execute Agreement**

The parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the parties have the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and that the parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

## **13.0 Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

## **14.0 Additional Documents**

The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

## **15.0 Successors In Interest**

This Agreement shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of the parties.

## **16.0 Effectiveness**

This Agreement shall become effective immediately following execution by each of the parties.

## **17.0 Delivery And Filing Of Dismissals With Prejudice**

Upon the execution of this Agreement and satisfaction of all conditions set forth herein, counsel for RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT shall deliver to counsel for BOYLE ENGINEERING CORPORATION an executed request for dismissal with prejudice of its complaint. RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT hereby authorizes counsel for BOYLE ENGINEERING CORPORATION to file said request for dismissal with prejudice with the court. Counsel of BOYLE ENGINEERING CORPORATION, shall concurrently file a request for dismissal with prejudice of its cross-complaint.

## **18.0 Entire Agreement**

This Agreement contains the entire agreement among the parties relating to the settlement, resolution, satisfaction, and discharge of the claims, demands, obligations, actions,

settlement, resolution, satisfaction, and discharge of the claims, demands, obligations, actions, liens, and rights, described in Section 1.0 herein. This Agreement has not been executed in reliance on the basis of any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms hereof.

**19.0 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same Agreement.

DATED: September 23, 2007 RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT  
By: [Signature]  
Its: BOARD PRESIDENT

DATED: SACRAMENTO SUBURBAN WATER DISTRICT  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: BOYLE ENGINEERING CORPORATION  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

DATED: September 18, 2002 O'LAUGHLIN & PARIS  
By: [Signature]  
Tim O'Laughlin, Esq.

DATED: BARTKIEWICZ, KRONICK & SHANAHAN  
By: \_\_\_\_\_  
Joshua M. Horowitz, Esq.



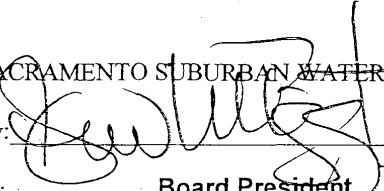
resolution, satisfaction, and discharge of the claims, demands, obligations, actions, liens, and rights, described in Section 1.0 herein. This Agreement has not been executed in reliance on the basis of any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms hereof.

**19.0 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same Agreement.

DATED: RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT  
By: \_\_\_\_\_

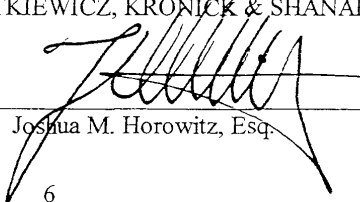
Its: \_\_\_\_\_

DATED: September 17, 2002 SACRAMENTO SUBURBAN WATER DISTRICT  
By:  \_\_\_\_\_  
Its: Board President

DATED: BOYLE ENGINEERING CORPORATION  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

DATED: O'LAUGHLIN & PARIS  
By: \_\_\_\_\_  
Tim O'Laughlin, Esq.

DATED: September 24, 2002 BARTKIEWICZ, KRONICK & SHANAHAN  
By:  \_\_\_\_\_  
Joshua M. Horowitz, Esq.

liens, and rights, described in Section 1.0 herein. This Agreement has not been executed in reliance on the basis of any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms hereof.

**19.0 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same Agreement.

DATED: RIO LINDA/ELVERTA COMMUNITY  
WATER DISTRICT

By: \_\_\_\_\_

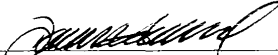
Its: \_\_\_\_\_

DATED: SACRAMENTO SUBURBAN WATER DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: BOYLE ENGINEERING CORPORATION

By:  \_\_\_\_\_

Its: David W. Huchel, Esq.  
General Counsel

**APPROVED AS TO FORM:**

DATED: O'LAUGHLIN & PARIS

By \_\_\_\_\_

Tim O'Laughlin, Esq.

DATED: BARTKIEWICZ, KRONICK & SHANAHAN

By \_\_\_\_\_

Joshua M. Horowitz, Esq.

DATED:

01-07-03

DOWNEY, BRAND, SEYMOUR & ROHWER LLP

By FRANK R. PERROTT  
Frank R. Perrott, Esq.

**Rio Linda/Elverta Community Water District**

**Resolution 2002-09**

**Establishing District Policy for Records Retention**

**Whereas**, the District does not have a written policy in respect to the retention and disposal of records; and

**Whereas**, the District Board of Directors wishes to establish a written policy regarding the maintenance and disposal of records in the normal course of business; and

**Whereas**, the Board of Directors wishes to add Section 3090 to the Administrative and Personnel Policies of the District in order to address a records retention policy.

**Now, Therefore be it Resolved** by Rio Linda/Elverta Community Water District Board of Directors that the attached Records Retention provisions are added to the Administrative and Personnel Policies of the District as Policy Number 3090.

**Be it Further Resolved** that this policy shall take effect on October 30, 2002.

Introduced and Adopted this 16<sup>th</sup> Day of September 2002 by the following vote:

Ayes, in favor hereof: 4

Noes: 0

Absent: 1

  
\_\_\_\_\_  
Doug Cater  
President, Board of Directors

Attest:

  
\_\_\_\_\_  
Clerk of the Board

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# Rio Linda/Elverta Community Water District

**Policy – Approved by Resolution 2002 – 09 dated September 16, 2002**

POLICY TITLE: Records Retention (Final Version – Approved by Board)  
POLICY NUMBER: 3090

3090.1 The purpose of this policy is to: provide guidelines to staff regarding the retention or disposal of Rio Linda/Elverta Community Water District records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

3090.2 Vital and important records, regardless of recording media, are those having legal, financial, operational, or historical value to the District.

3090.3 The General Manager is authorized by the Board of Directors to interpret and implement this policy, authorize the transfer of records to the records center and to cause to be destroyed any or all such records, papers and documents that meet the qualifications governing the retention and disposal of records specified herein.

3090.4 Pursuant to the provisions of California Government Code §§60200 through 60203, California Water Code §21403, and the guidelines prepared by the State Controller's office and the Controller's Advisory Committee for Special Districts, the following qualifications will govern the retention and disposal of records of the Rio Linda/Elverta Community Water District.

3090.4.1 Duplicate records, papers and documents may be destroyed at any time without the necessity of Board authorization or copying to photographic or electronic media.

3090.4.2 Originals of records, papers and documents more than two years old that were prepared or received in any manner other than pursuant to State or Federal statute may be destroyed without the necessity of copying to photographic or electronic media, unless a longer retention period is specifically provided herein.

3090.4.3 In no instances are records, papers or documents to be destroyed where there is a continuing need for such records for such matters as pending litigation, auditing purposes, project financing or regulatory agency reporting purposes.

3090.4.4 Records, papers or documents that are not expressly required by law to be filed and preserved, but required under this policy to be kept, may be destroyed if all of the following conditions are met:

3090.4.4.1 The record, paper or document is photographed, microphotographed, reproduced on film of a type approved for permanent photographic records by the National Bureau of Standards, or copies are made to an approved electronic media;

3090.4.4.2 The device used to reproduce such record, paper or document on film, or retrieves and prints the document from the electronic media, is one which accurately reproduces the original thereof in all details; and,

3090.4.4.3 The photographs, microphotographs, or other reproductions on film are placed in conveniently accessible files and provisions are made for preserving and examining said documents.

3090.4.5 Any accounting record, except journals and ledgers, that are more than three years old and which were prepared or received in any manner other than pursuant to State statute may be authorized for destruction, provided that:

3090.4.5.1 There is no continuing need for said record for pending litigation, auditing purposes, project financing or regulatory agency reporting and;

3090.4.5.2 There exists in a permanent file, an audit report or reports covering the inclusive period of said record, and that;

3090.4.5.3 Said audit report or reports were prepared pursuant to procedures outlined in Government Code Section 26909 and other State or Federal audit requirements, and that;

3090.4.5.4 Said audit or audits contain the expression of an unqualified opinion.

3090.4.6 Any accounting record created for a specific event or action may be destroyed three years after said event has in all respects terminated. Any source document detailed in a register, journal, ledger or statement may be authorized for destruction three years from the end of the fiscal period to which it applies. The following may be destroyed at any time:

3090.4.6.1 Duplicated Documents (original-subject to aforementioned requirements).

3090.4.6.2 Rough drafts, notes or working papers.

3090.4.6.3 Cards, listings, nonpermanent indices, other papers used for controlling work or transitory files.

3090.4.7 All payroll and personnel records shall be retained indefinitely. Originals for terminated employees may be destroyed after three years retention, provided said records have been preserved in accordance with Section 3090.4.4 above. Payroll and personnel records shall include the following:

3090.4.7.1 Accident reports, injury claims and settlements.

3090.4.7.2 Medical histories.

- 3090.4.7.3 Worker Compensation Records.
- 3090.4.7.4 Applications, changes and terminations of employees.
- 3090.4.7.5 Insurance records of employees.
- 3090.4.7.6 Time Sheets or cards.
- 3090.4.7.7 W-2's and other IRS forms.
- 3090.4.7.8 Performance evaluations.
- 3090.4.7.9 Earning records and summaries.
- 3090.4.7.10 Retirement documents.
- 3090.4.7.11 Such other documents as determined by the General Manager to be retained.

3090.4.8 All District property appraisal records may be destroyed after three years retention, provided such records do not have to be retained to satisfy other requirements established for financing or grant award purposes.

3090.4.9 Records authorizing long-term debt, bonds, warrants, loans, grants or other financing methods may be destroyed after issuance or execution, provided they are reproduced in accordance with Section 3090.4.4 above. Terms and conditions of bonds, warrants, loans, grants and other long-term agreements should be retained until final payment, and thereafter may be destroyed after five years. Paid bonds, warrant certificates and interest coupons may be destroyed after six months if detailed payment records are kept for five years.

3090.5 Minutes of the meetings of the Board of Directors are usually retained indefinitely in their original form. However, they may, upon specific Board authorization, be destroyed if said minutes are reproduced as provided for in Section 3090.4.4 above. Recording tapes (or other media) of Board meetings will be kept for a period of three years from the date of the recorded meeting, after which they will be destroyed.

3090.5.1 Construction records, such as bids, correspondence, change orders, contracts, certified payrolls, progress payment claims, claims for changed conditions and related construction documents shall be kept for three years after the Notice of Completion is approved and any warranty period has expired. Provided, however, such retention period shall not be less than the time periods required by any state or federal funding agency involved in the financing of any specific project. As-built plans for any public facility or works shall be retained as long as deemed necessary by the General Manager for the proper operation and maintenance of the system.

3090.5.2 Contracts should be retained for its life plus three years. Any unaccepted bid or proposal for the construction or installation of any building, structure or other public work that is more than two years old may be destroyed.

3090.5.3 Property records, such as documents of title, shall be kept until the property is transferred or otherwise no longer owned by the District.

3090.5.4 Nothing in this policy shall be interpreted to make District records deemed confidential by state or federal statute, regulation, order or court adjudication available for public review.

### 3090.6 Definitions for Records Retention and Disposal Policy

3090.6.1. AUTHORIZATION. Approval from the General Manager, as authorized under this policy by the District's Board of Directors.

3090.6.2. RECORDS (Financial, Accounting, Payroll, Personnel and Miscellaneous) including, but are not limited to, the following:

- a. SOURCE DOCUMENTS
  - (1) Invoices
  - (2) Warrants
  - (3) Requisitions/Purchase Orders (attached to invoices)
  - (4) Cash Receipts
  - (5) Claims (attached to warrants in place of invoices)
  - (6) Bank Statements
  - (7) Bank Deposits
  - (8) Checks
  - (9) Bills
  - (10) Various accounting authorizations taken from Board minutes, resolutions or contracts
  
- b. JOURNALS
  - (1) Cash Receipts
  - (2) Accounts Receivable or Payable Register
  - (3) Check or Warrant (payables)
  - (4) General Journal
  - (5) Payroll Journal
  
- c. LEDGERS
  - (1) Expenditure
  - (2) Revenue
  - (3) Accounts Payable or Receivable Ledger
  - (4) Construction
  - (5) General Ledger
  - (6) Assets/Depreciation
  
- d. TRIAL BALANCE
  
- e. STATEMENTS (Interim or Certified - Individual or All Fund)
  - (1) Balance Sheet
  - (2) Analysis of Changes in Available Fund Balance
  - (3) Cash Receipts and Disbursements
  - (4) Inventory of Fixed Assets (Purchasing)



- f. JOURNAL ENTRIES (i.e. Master Ledger)
- g. PAYROLL AND PERSONNEL RECORDS, include but are not limited to the following:
  - (1) Accident reports, injury claims and settlements
  - (2) Applications, changes or terminations of employees
  - (3) Earnings records and summaries, including W-2's and other IRS forms
  - (4) Fidelity Bonds
  - (5) Garnishments
  - (6) Insurance records of employees
  - (7) Workers Compensation records
  - (8) Medical Histories
  - (9) Retirements
  - (10) Time Sheets or Cards
- h. OTHER RECORDS
  - (1) Inventory Records (Purchasing)
  - (2) Capital Asset Records (Purchasing)
  - (3) Depreciation Schedule
  - (4) Cost Accounting Records
  - (5) Board Meeting Minutes
  - (6) Board Authorized Committee Meeting Minutes not retained by an outside agency
  - (7) Tapes or other audio or video recordings of Board Meetings
  - (8) Insurance Policies and Claims

3090.6.3. LIFE. The term or operational or valid dates of a document.

3090.6.4. RECORD. Any paper, bound book or booklet, card, photograph, drawing, chart, blueprint, map, tape, electronic media, microfilm, or other document, issued by or received by the District, and maintained and used as information in the conduct of its operations. A record shall not include notes, working papers, drafts not released for public review, or any other similar document.

3090.6.5. RECORD COPY. The official District copy of a document, record or file.

3090.6.6. RECORD SERIES. A group of records, generally filed together, and having the same reference and retention value.

3090.6.7. RECORDS CENTER. The site selected for storage of inactive records.

3090.6.8. RECORDS DISPOSAL. The planning for and/or the physical operation involved in the transfer of records to the Records Center, or the authorized destruction of records pursuant to the approved Records Retention Schedule.

3090.6.9. RECORDS RETENTION SCHEDULE. The consolidated, approved schedule list of District records provided in Section 3090.7 that establishes a timetable for the life and disposal of records.

3090.6.10. VITAL RECORDS. Records that because of the information they contain, are essential to one or all of the following:

- a. The resumption and/or continuation of operations;
- b. The re-creation of the legal and financial operations of the District in case of a disaster;
- c. The fulfillment of obligations to bondholders, customers, and employees.

Vital records include but are not limited to the following:

- |  |   |
|--|---|
| (1) Contract Agreements (Active)   | (20) Current-year Budget                                  |
| (2) Annexations and Attachments  | (21) Active Litigation Files                              |
| (3) As-built Drawings  | (22) Individual Claims/settlements (within 2 Years)       |
| (4) Audits   | (23) Inventory  |
| (5) Engineered Drawings and Standard Specifications                          | (24) Journal Vouchers                                     |
| (6) Customer Billing Records (Current)                                       | (25) Ledgers  |
| (7) Deeds, Easements, Right of Ways and Property Records                     | (26) Licenses & Permits (to operate)                      |
| (8) Depreciation Schedule  | (27) Loans, Bonds and Grant Materials (Active)            |
| (9) District Insurance Records (Current)                                     | (28) System Maps  |
| (10) District Water Rights Permits and Documents                             | (29) Minutes of Board Meetings                            |
| (11) Employee Accident Reports, Claims and Settlements (Current Fiscal Year) | (30) Payroll Register                                     |
| (12) Employee Earning Records  | (31) Policies, Rules & Regulations (Current)              |
| (13) Employee Fidelity Bonds   | (32) Purchase Orders & Requisitions (Current Fiscal Year) |
| (14) Employee Insurance Records  | (33) Restricted Materials Permits                         |
| (15) Water Service Permits (by others)                                       | (34) Employee Personnel Files                             |
| (16) Encroachment Permits  | (35) Title to Vehicles and Equipment                      |
| (17) Water Master Plan   | (36) Security Plans                                       |
| (18) Improvement District Documents  | (37) Computer Backup Files                                |
| (19) Environmental Documents and Permits (Current)                           | (38) Warrant/Voucher Register                             |
|  | (39) Warrants (with backup)                               |

3090.7  
Records Retention and Storage Summary

<u>Title or Description</u>	<u>Retention Period*</u>	<u>Retain or Destroy**</u>
1. Records affecting title to real property or liens thereof.	3 years	I & OP or ES
2. Records required to be kept permanently by statute.	2 years	OP or ES
3. Minutes, ordinances & resolutions of Board and financial audits.	10 years	I & OP or ES
4. Documents with lasting historical, administrative, legal, fiscal, or research value.	3 years	OP or ES
5. Correspondence, operational reports and information upon which District policy has been established.	3 years	D
6. Records requiring retention for more than five years, but no more than fifteen years by statute.	2 years	OP or ES
7. All other original District records, or instruments, books or papers that are considered public documents not included in Groups 1 through 6.	3 years	D
8. Duplicates and other documents not public records required to be maintained for administrative purposes.	1 year	D
9. Duplicate records requiring retention for administrative purposes such as reference material for making up budgets, planning and programming.	1 year	D
10. Reference files (copies of documents which duplicate the record copies filed elsewhere in the District; documents which require no action and are non-record; rough drafts, notes and similar working papers accumulated in preparation of a communication, study or other document; and cards, listings, indexes and other papers used for controlling work).	none	D

11. Transitory files, including letters of transmittal (when not a public record), suspense copies when reply has been received, routine requests for information and publication, and other duplicate copies no longer needed.	90 Days	D
12. Original documents disposable upon occurrence of an event or an action (i.e. audit, job completion, completion of contract, etc.) or upon obsolescence, supersession, revocation.	3 years	D
13. Policy files and reference sets of publications.	3 years	D

\* Record to be retained in original form at the District Office.

\*\* After retention in the office the record shall be moved to the records center or destroyed based on the policy guidelines.

OP = Retain an Original or photographic copy for the retention period.

ES = Store Record by electronic media for the retention period.

I = Retain Indefinitely in original format

D = Destroy

**Administrative Guidelines**  
**Records Retention & Disposal as of October 30, 2002**

The administrative guidelines listed below shall be used as a general guide by staff in the retention and disposal of records. The General Manager may add, delete or modify this list as necessary as long as the changes conform to the provisions of Policy 3090.

<u>Record Description</u>	<u>Years Record Retained</u>	<u>After Retention Period</u>	
		<u>Media Storage</u>	<u>Destroy Original</u>
<u>Accounting Records (retention period begins after records are audited)</u>			
Bank Deposits	2		Yes
Bank Statements	5		Yes
Purchase Orders (retained copy)	2		Yes
Warrants, Checks (with backup)	7		Yes
Journal Vouchers	7	Yes	Yes
Ledgers	7	Yes	Yes
Trial Balance (general ledger)	2	Yes	Yes
Balance Sheet	2	Yes	Yes
Budgets	5		Yes
Audits	10	Yes	No
Improvement Districts	Life + 5		No
Insurance (District)	5		Yes
Loans & Grants	Life + 5		Yes
Registers			
• Cash Receipts	5		Yes
• Security Deposits	5		Yes
• Payroll	2	Yes	Yes
• Warrant/Voucher	5	Yes	Yes
Meter Books	5		Yes
Depreciation Schedules	5		Yes
<u>Payroll &amp; Personnel Records</u>			
Payroll/ Personnel Forms & Authorizations	Life + 3	Yes	Yes
Accident Reports, Injury Claims & Settlements	Life + 3	Yes	Yes
DMV Reports	3		Yes
Earnings Records, Immigration Forms & IRS Forms	Life + 3	Yes	Yes
Employment Tests & Scores (non-hires)	2		Yes
Employment Applications, tests, Changes & Terminations	Life + 3	Yes	Yes
Bonds & Garnishments	Life + 3	Yes	Yes
Insurance Records (employee)	Life	Yes	Yes
Job Descriptions (obsolete)	3		Yes
Job Announcements, Recruitment Materials, Eligibility Lists	3		Yes
Performance Evaluations & Disciplinary Actions	Life	Yes	Yes
Medical Histories	Life	Yes	Yes
Retirements	Life	Yes	Yes
Time Sheets or Cards	5	Yes	Yes
EEOC Forms/Correspondence	5	Yes	Yes

<u>Record Description</u>	<u>Years Record Retained</u>	<u>After Retention Period</u>	
		<u>Media Storage</u>	<u>Destroy Original</u>
<b><u>Operations and Maintenance Records</u></b>			
Bacteriological and Chemical Analysis Reports	5		Yes
State Health Department Reports/ Sanitary Surveys	5		Yes
Customer Complaints	2		Yes
Work Orders	2		Yes
Water Rights and other Water Permits & Licenses	Life + 5	Yes	Yes
Master Plans	Life + 5	Yes	No
Groundwater and Project Studies	Life + 5	Yes	No
Construction Photos & Videos	Life + 5		Yes
OSHA and other agency Certificates & Permits	Life + 2		Yes
Underground Service Alert	2		Yes
Monthly Operations Reports	2		Yes
<b><u>Engineering (retention period begins from Notice of Completion)</u></b>			
Construction Project Inspection Reports	Life + 7		Yes
Construction Photos & Videos	Life + 7		Yes
Reports, Plans and Studies Contracted by District	7	Yes	Yes
Bids, Proposals and Notices	3		Yes
Contract and As-built Drawings and Submittals	7	Yes	No
Construction Related Correspondence	7		Yes
Permits (issued by others)	Life + 3		Yes
Environmental Impact Studies & Reports	Life + 3	Yes	No
Maps	Life		Yes
Easements, Encroachments And Deeds	Life	Yes	No
<b><u>Miscellaneous</u></b>			
Correspondence (to or from District)	2		Yes
Suits, Claims, Liens and other Legal Actions	Life + 2		Yes
Staff and Committee Reports	2		Yes
Conflict of Interest Statements (Form 700)	3		Yes
Agreements, Contracts and Leases	Life + 3		Yes
Legal Opinions	5		Yes
Annexations & Detachments	Life	Yes	Yes
Election Materials and Results	5		Yes
Minutes of Board Meetings	5	Yes	No
Policies, Rules & Regulations	Life + 3		Yes
Press Releases & Newsletters	2		Yes
<b><u>Purchasing Records (retention period begins after records are audited)</u></b>			
Purchase Orders & Requisitions (with Backup materials)	3		Yes
Inventory Records	3		Yes
Disposal of Surplus Property	3		Yes
Bids & Quotes	2		Yes
Maintenance Agreements	Life + 3		Yes

**Rio Linda/Elverta Community Water District  
Resolution 2002-10  
Establishing District Policy for Medical Insurance Benefits for Retirees**

**Whereas**, the District policy on retiree medical insurance is based on past practice and is not in written form; and

**Whereas**, the District Board of Directors wishes to establish a written policy regarding the provision of medical insurance for retirees of the District; and

**Whereas**, the Board of Directors wishes to amend Section 2.20.500 of the Administrative and Personnel Policies of the District in order to address retiree medical insurance.

**Now, Therefore be it Resolved** by Rio Linda/Elverta Community Water District Board of Directors that the following provisions are added to the Administrative and Personnel Policies of the District:

**2.20.541 Retiree Group Medical Insurance Coverage.** Retirees who have attained the age of fifty (50) and have at least five (5) years of service with the District shall be eligible for paid Group Medical Insurance Coverage. Such paid coverage shall only be available to the eligible retiree and eligible dependent(s) as of the last day of employment with the District and in accordance with the terms of the Medical Insurance Provider. The District shall pay the cost of the eligible retiree and eligible dependent(s) medical insurance premium only.

**Be it Further Resolved** that this policy shall take effect on October 30, 2002.

Introduced and Adopted this 16<sup>th</sup> Day of September 2002 by the following vote:

Ayes, in favor hereof: 4

Noes: 0

Absent: 1

  
Doug Cater  
President, Board of Directors

Attest:

  
Elizabeth Myers  
Clerk of the Board

**Rio Linda/Elverta Community Water District  
Resolution No. 2002 – 11  
Establishing Employee Wage Ranges**

**Whereas**, the Board of Directors has responsibility for establishing wage and benefit levels for District employees; and

**Whereas**, District employees are not represented by a recognized employee organization, but have exercised their right to represent themselves individually in their employment relations with the District; and

**Whereas**, the General Manager has met and conferred with the employees on wages, hours and other terms and conditions of employment; and

**Whereas**, the Board of Directors wishes to adopt wage and benefit levels for District employees.

**Now, therefore be it resolved** that the Board of Directors approves the following:

1. Wages for District employees shall be adjusted in accordance with the attached "Exhibit 1".
2. Wages in effect on June 30, 2004 shall be adjusted by the change in the Consumer Price Index (CPI) effective July 1, 2004.
3. The CPI adjustment shall be calculated by using the U.S. Department of Labor, Bureau of Labor Statistics, Western Region, CPI – U Annual Percentage Change for the period of April 1, 2003 thru March 31, 2004.

**Be it Further Resolved** that this policy shall take effect on November 30, 2002.

Introduced and Adopted this 18<sup>th</sup> Day of November 2002 by the following vote:

Ayes, in favor hereof: Wickham, O'Brien and Cater

Noes: Blanchard

Absent: Griffin

  
Doug Cater  
President, Board of Directors



Exhibit 1  
to  
Resolution 2002 – 11

<u>Classification</u>	<u>Range* effective December 1, 2002</u>	<u>Range* effective December 1, 2003</u>
Secretary- Receptionist	6	10
Meter Reader	6	10
Water Utility Worker	19	23
Accounting Technician	21	25
Water Utility Operator	27	32
Administrative Supervisor/ Conservation Coordinator	38	42
Water Utility Supervisor	41	45

\* Per Salary and Wage Plan

**SALARY AND WAGE PLAN**

Step #s	1	2	3	4	5	6	7
<b>Range #1</b>							
<b>1 Hourly</b>	\$8.33	\$8.43	\$8.54	\$8.27	\$9.72	\$10.20	\$10.70
<b>Semi-monthly</b>	\$998.20	\$730.18	\$765.98	\$803.98	\$842.79	\$884.19	\$927.69
<b>Annual</b>	\$16,768.80	\$17,824.22	\$18,381.12	\$19,281.12	\$20,226.96	\$21,220.56	\$22,264.68
<b>2 Hourly</b>	\$8.23	\$8.33	\$8.05	\$9.49	\$9.96	\$10.45	\$10.99
<b>Semi-monthly</b>	\$712.96	\$747.81	\$784.40	\$822.84	\$863.23	\$905.67	\$950.28
<b>Annual</b>	\$17,111.52	\$17,947.44	\$18,825.60	\$19,748.16	\$20,717.82	\$21,736.08	\$22,808.28
<b>3 Hourly</b>	\$8.43	\$8.84	\$9.27	\$9.72	\$10.20	\$10.70	\$11.23
<b>Semi-monthly</b>	\$730.18	\$765.88	\$803.98	\$842.79	\$884.19	\$927.69	\$973.99
<b>Annual</b>	\$17,524.32	\$18,381.12	\$19,281.12	\$20,226.96	\$21,220.56	\$22,264.56	\$23,361.43
<b>4 Hourly</b>	\$8.63	\$9.05	\$9.49	\$9.96	\$10.45	\$10.96	\$11.51
<b>Semi-monthly</b>	\$747.81	\$784.40	\$822.84	\$863.23	\$905.67	\$950.26	\$997.10
<b>Annual</b>	\$17,947.44	\$18,825.60	\$19,748.16	\$20,717.82	\$21,736.08	\$22,808.24	\$23,930.47
<b>5 Hourly</b>	\$8.84	\$9.27	\$9.72	\$10.20	\$10.70	\$11.23	\$11.79
<b>Semi-monthly</b>	\$765.98	\$803.98	\$842.79	\$884.19	\$927.69	\$973.99	\$1,021.41
<b>Annual</b>	\$18,381.12	\$19,281.12	\$20,226.96	\$21,220.56	\$22,264.56	\$23,361.43	\$24,513.73
<b>6 Hourly</b>	\$9.05	\$9.49	\$9.96	\$10.45	\$10.96	\$11.51	\$12.07
<b>Semi-monthly</b>	\$784.40	\$822.84	\$863.23	\$905.67	\$950.26	\$997.10	\$1,046.32
<b>Annual</b>	\$18,825.60	\$19,748.16	\$20,717.82	\$21,736.08	\$22,808.24	\$23,930.47	\$25,111.57
<b>7 Hourly</b>	\$9.27	\$9.72	\$10.20	\$10.70	\$11.23	\$11.79	\$12.37
<b>Semi-monthly</b>	\$803.98	\$842.79	\$884.19	\$927.69	\$973.99	\$1,021.41	\$1,071.85
<b>Annual</b>	\$19,281.12	\$20,226.96	\$21,220.56	\$22,264.56	\$23,361.43	\$24,513.73	\$25,724.36
<b>8 Hourly</b>	\$9.49	\$9.96	\$10.45	\$10.96	\$11.51	\$12.07	\$12.67
<b>Semi-monthly</b>	\$822.84	\$863.23	\$905.67	\$950.26	\$997.10	\$1,046.32	\$1,098.02
<b>Annual</b>	\$19,748.16	\$20,717.82	\$21,736.08	\$22,808.24	\$23,930.47	\$25,111.57	\$26,352.47
<b>9 Hourly</b>	\$9.72	\$10.20	\$10.70	\$11.23	\$11.79	\$12.37	\$12.98
<b>Semi-monthly</b>	\$842.79	\$884.19	\$927.69	\$973.99	\$1,021.41	\$1,071.85	\$1,124.85
<b>Annual</b>	\$20,226.96	\$21,220.56	\$22,264.56	\$23,361.43	\$24,513.73	\$25,724.36	\$26,996.28
<b>10 Hourly</b>	\$9.96	\$10.45	\$10.96	\$11.51	\$12.07	\$12.67	\$13.30
<b>Semi-monthly</b>	\$863.23	\$905.67	\$950.26	\$997.10	\$1,046.32	\$1,098.02	\$1,152.94
<b>Annual</b>	\$20,717.82	\$21,736.08	\$22,808.24	\$23,930.47	\$25,111.57	\$26,352.47	\$27,656.19
<b>11 Hourly</b>	\$10.20	\$10.70	\$11.23	\$11.79	\$12.37	\$12.98	\$13.62
<b>Semi-monthly</b>	\$884.19	\$927.69	\$973.99	\$1,021.41	\$1,071.85	\$1,124.85	\$1,180.52
<b>Annual</b>	\$21,220.56	\$22,264.56	\$23,361.43	\$24,513.73	\$25,724.36	\$26,996.28	\$28,332.60
<b>12 Hourly</b>	\$10.45	\$10.96	\$11.51	\$12.07	\$12.67	\$13.30	\$13.95
<b>Semi-monthly</b>	\$905.67	\$950.26	\$997.10	\$1,046.32	\$1,098.02	\$1,152.94	\$1,209.41
<b>Annual</b>	\$21,736.08	\$22,808.24	\$23,930.47	\$25,111.57	\$26,352.47	\$27,656.19	\$29,026.91
<b>13 Hourly</b>	\$10.70	\$11.23	\$11.79	\$12.37	\$12.98	\$13.62	\$14.30
<b>Semi-monthly</b>	\$927.69	\$973.99	\$1,021.41	\$1,071.85	\$1,124.85	\$1,180.52	\$1,239.02
<b>Annual</b>	\$22,264.56	\$23,361.43	\$24,513.73	\$25,724.36	\$26,996.28	\$28,332.60	\$29,736.56
<b>14 Hourly</b>	\$10.96	\$11.51	\$12.07	\$12.67	\$13.30	\$13.95	\$14.65
<b>Semi-monthly</b>	\$950.26	\$997.10	\$1,046.32	\$1,098.02	\$1,152.94	\$1,209.41	\$1,269.37
<b>Annual</b>	\$22,808.24	\$23,930.47	\$25,111.57	\$26,352.47	\$27,656.19	\$29,026.91	\$30,464.97
<b>15 Hourly</b>	\$11.23	\$11.79	\$12.37	\$12.98	\$13.62	\$14.30	\$15.01
<b>Semi-monthly</b>	\$973.99	\$1,021.41	\$1,071.85	\$1,124.85	\$1,180.52	\$1,239.02	\$1,300.48
<b>Annual</b>	\$23,361.43	\$24,513.73	\$25,724.36	\$26,996.28	\$28,332.60	\$29,736.56	\$31,211.80
<b>16 Hourly</b>	\$11.51	\$12.07	\$12.67	\$13.30	\$13.95	\$14.65	\$15.37
<b>Semi-monthly</b>	\$997.10	\$1,046.32	\$1,098.02	\$1,152.94	\$1,209.41	\$1,269.37	\$1,332.37
<b>Annual</b>	\$23,930.47	\$25,111.57	\$26,352.47	\$27,656.19	\$29,026.91	\$30,464.97	\$31,976.89
<b>17 Hourly</b>	\$11.79	\$12.37	\$12.98	\$13.62	\$14.30	\$15.01	\$15.75
<b>Semi-monthly</b>	\$1,021.41	\$1,071.85	\$1,124.85	\$1,180.52	\$1,239.02	\$1,300.48	\$1,365.05
<b>Annual</b>	\$24,513.73	\$25,724.36	\$26,996.28	\$28,332.60	\$29,736.56	\$31,211.80	\$32,761.31
<b>18 Hourly</b>	\$12.07	\$12.67	\$13.30	\$13.95	\$14.65	\$15.37	\$16.14
<b>Semi-monthly</b>	\$1,046.32	\$1,098.02	\$1,152.94	\$1,209.41	\$1,269.37	\$1,332.37	\$1,398.56
<b>Annual</b>	\$25,111.57	\$26,352.47	\$27,656.19	\$29,026.91	\$30,464.97	\$31,976.89	\$33,565.34
<b>19 Hourly</b>	\$12.37	\$12.98	\$13.62	\$14.30	\$15.01	\$15.75	\$16.53
<b>Semi-monthly</b>	\$1,071.85	\$1,124.85	\$1,180.52	\$1,239.02	\$1,300.48	\$1,365.05	\$1,432.89
<b>Annual</b>	\$25,724.36	\$26,996.28	\$28,332.60	\$29,736.56	\$31,211.80	\$32,761.31	\$34,399.48
<b>20 Hourly</b>	\$12.67	\$13.30	\$13.95	\$14.65	\$15.37	\$16.14	\$16.94
<b>Semi-monthly</b>	\$1,098.02	\$1,152.94	\$1,209.41	\$1,269.37	\$1,332.37	\$1,398.56	\$1,468.09
<b>Annual</b>	\$26,352.47	\$27,656.19	\$29,026.91	\$30,464.97	\$31,976.89	\$33,565.34	\$35,234.21
<b>21 Hourly</b>	\$12.98	\$13.62	\$14.30	\$15.01	\$15.75	\$16.53	\$17.36
<b>Semi-monthly</b>	\$1,124.85	\$1,180.52	\$1,239.02	\$1,300.48	\$1,365.05	\$1,432.89	\$1,504.17
<b>Annual</b>	\$26,996.28	\$28,332.60	\$29,736.56	\$31,211.80	\$32,761.31	\$34,399.48	\$36,100.07
<b>22 Hourly</b>	\$13.30	\$13.95	\$14.65	\$15.37	\$16.14	\$16.94	\$17.78
<b>Semi-monthly</b>	\$1,152.94	\$1,209.41	\$1,269.37	\$1,332.37	\$1,398.56	\$1,468.09	\$1,541.15
<b>Annual</b>	\$27,656.19	\$29,026.91	\$30,464.97	\$31,976.89	\$33,565.34	\$35,234.21	\$36,967.57
<b>23 Hourly</b>	\$13.62	\$14.30	\$15.01	\$15.75	\$16.53	\$17.36	\$18.22
<b>Semi-monthly</b>	\$1,180.52	\$1,239.02	\$1,300.48	\$1,365.05	\$1,432.89	\$1,504.17	\$1,579.05
<b>Annual</b>	\$28,332.60	\$29,736.56	\$31,211.80	\$32,761.31	\$34,399.48	\$36,100.07	\$37,897.28
<b>24 Hourly</b>	\$13.95	\$14.65	\$15.37	\$16.14	\$16.94	\$17.78	\$18.61
<b>Semi-monthly</b>	\$1,209.41	\$1,269.37	\$1,332.37	\$1,398.56	\$1,468.09	\$1,541.15	\$1,617.90

Secretary-Receptionist  
Temporary Meter Reader

Water Utility Worker

Accounting Technician

Water Utility Operator

**SALARY AND WAGE PLAN**

Step #'s	1	2	3	4	5	6	7
<b>Range #'s</b>							
<b>25 Annual</b>	\$29,025.91	\$30,464.97	\$31,976.89	\$33,555.34	\$35,234.21	\$36,987.67	\$38,829.69
<b>Hourly</b>	\$14.30	\$15.01	\$15.75	\$16.53	\$17.36	\$18.22	\$19.13
<b>Semi-monthly</b>	\$1,239.02	\$1,300.49	\$1,385.05	\$1,452.89	\$1,504.17	\$1,579.05	\$1,657.73
<b>26 Annual</b>	\$29,786.86	\$31,211.60	\$32,761.31	\$34,389.49	\$36,100.07	\$37,897.26	\$39,785.43
<b>Hourly</b>	\$14.65	\$15.37	\$16.14	\$16.94	\$17.79	\$18.67	\$19.60
<b>Semi-monthly</b>	\$1,289.37	\$1,332.37	\$1,388.56	\$1,468.09	\$1,541.16	\$1,617.90	\$1,699.54
<b>27 Annual</b>	\$30,464.87	\$31,976.89	\$33,555.34	\$35,234.21	\$36,987.67	\$38,829.69	\$40,765.07
<b>Hourly</b>	\$15.01	\$15.75	\$16.53	\$17.36	\$18.22	\$19.13	\$20.08
<b>Semi-monthly</b>	\$1,300.48	\$1,365.05	\$1,432.89	\$1,504.17	\$1,579.05	\$1,657.73	\$1,740.38
<b>28 Annual</b>	\$31,211.60	\$32,761.31	\$34,389.49	\$36,100.07	\$37,897.26	\$39,785.43	\$41,769.19
<b>Hourly</b>	\$15.37	\$16.14	\$16.94	\$17.79	\$18.67	\$19.60	\$20.58
<b>Semi-monthly</b>	\$1,332.37	\$1,399.66	\$1,468.09	\$1,541.16	\$1,617.90	\$1,699.54	\$1,783.27
<b>29 Annual</b>	\$31,976.89	\$33,555.34	\$35,234.21	\$36,987.67	\$38,829.69	\$40,765.07	\$42,798.42
<b>Hourly</b>	\$15.75	\$16.53	\$17.36	\$18.22	\$19.13	\$20.08	\$21.09
<b>Semi-monthly</b>	\$1,365.05	\$1,432.89	\$1,504.17	\$1,579.05	\$1,657.73	\$1,740.38	\$1,827.22
<b>30 Annual</b>	\$32,761.31	\$34,389.49	\$36,100.07	\$37,897.26	\$39,785.43	\$41,769.19	\$43,853.39
<b>Hourly</b>	\$16.14	\$16.94	\$17.79	\$18.67	\$19.60	\$20.58	\$21.60
<b>Semi-monthly</b>	\$1,399.66	\$1,468.09	\$1,541.16	\$1,617.90	\$1,699.54	\$1,783.27	\$1,872.28
<b>31 Annual</b>	\$33,555.34	\$35,234.21	\$36,987.67	\$38,829.69	\$40,765.07	\$42,798.42	\$44,934.72
<b>Hourly</b>	\$16.24	\$17.07	\$17.93	\$18.84	\$19.79	\$20.79	\$21.85
<b>Semi-monthly</b>	\$1,407.89	\$1,479.17	\$1,554.05	\$1,632.73	\$1,715.38	\$1,802.22	\$1,893.46
<b>32 Annual</b>	\$33,789.49	\$35,500.07	\$37,297.26	\$39,185.43	\$41,169.19	\$43,253.39	\$45,443.09
<b>Hourly</b>	\$16.65	\$17.49	\$18.38	\$19.31	\$20.29	\$21.31	\$22.39
<b>Semi-monthly</b>	\$1,443.09	\$1,516.15	\$1,592.90	\$1,673.54	\$1,758.27	\$1,847.28	\$1,940.80
<b>33 Annual</b>	\$34,934.21	\$36,367.87	\$38,229.69	\$40,165.07	\$42,199.42	\$44,334.72	\$46,579.17
<b>Hourly</b>	\$17.07	\$17.93	\$18.84	\$19.79	\$20.79	\$21.85	\$22.99
<b>Semi-monthly</b>	\$1,479.17	\$1,554.05	\$1,632.73	\$1,715.38	\$1,802.22	\$1,893.46	\$1,989.32
<b>34 Annual</b>	\$35,600.07	\$37,297.26	\$39,185.43	\$41,169.19	\$43,253.39	\$45,443.09	\$47,743.64
<b>Hourly</b>	\$17.48	\$18.38	\$19.31	\$20.29	\$21.31	\$22.39	\$23.53
<b>Semi-monthly</b>	\$1,516.15	\$1,592.90	\$1,673.54	\$1,758.27	\$1,847.28	\$1,940.80	\$2,039.05
<b>35 Annual</b>	\$36,367.87	\$38,229.69	\$40,165.07	\$42,199.42	\$44,334.72	\$46,579.17	\$48,937.24
<b>Hourly</b>	\$17.93	\$18.84	\$19.79	\$20.79	\$21.85	\$22.95	\$24.12
<b>Semi-monthly</b>	\$1,554.05	\$1,632.73	\$1,715.38	\$1,802.22	\$1,893.46	\$1,989.32	\$2,090.03
<b>36 Annual</b>	\$37,297.26	\$39,185.43	\$41,169.19	\$43,253.39	\$45,443.09	\$47,743.64	\$50,160.67
<b>Hourly</b>	\$18.38	\$19.31	\$20.29	\$21.31	\$22.39	\$23.53	\$24.72
<b>Semi-monthly</b>	\$1,592.90	\$1,673.54	\$1,758.27	\$1,847.28	\$1,940.80	\$2,039.05	\$2,142.29
<b>37 Annual</b>	\$38,229.69	\$40,165.07	\$42,199.42	\$44,334.72	\$46,579.17	\$48,937.24	\$51,414.88
<b>Hourly</b>	\$18.84	\$19.79	\$20.79	\$21.85	\$22.95	\$24.12	\$25.34
<b>Semi-monthly</b>	\$1,632.73	\$1,715.38	\$1,802.22	\$1,893.46	\$1,989.32	\$2,090.03	\$2,195.84
<b>38 Annual</b>	\$39,185.43	\$41,169.19	\$43,253.39	\$45,443.09	\$47,743.64	\$50,160.67	\$52,700.05
<b>Hourly</b>	\$19.31	\$20.29	\$21.31	\$22.39	\$23.53	\$24.72	\$25.97
<b>Semi-monthly</b>	\$1,673.54	\$1,758.27	\$1,847.28	\$1,940.80	\$2,039.05	\$2,142.29	\$2,250.79
<b>39 Annual</b>	\$40,165.07	\$42,199.42	\$44,334.72	\$46,579.17	\$48,937.24	\$51,414.88	\$54,017.55
<b>Hourly</b>	\$19.79	\$20.79	\$21.85	\$22.95	\$24.12	\$25.34	\$26.62
<b>Semi-monthly</b>	\$1,715.38	\$1,802.22	\$1,893.46	\$1,989.32	\$2,090.03	\$2,195.84	\$2,307.00
<b>40 Annual</b>	\$41,169.19	\$43,253.39	\$45,443.09	\$47,743.64	\$50,160.67	\$52,700.05	\$55,367.99
<b>Hourly</b>	\$20.29	\$21.31	\$22.39	\$23.53	\$24.72	\$25.97	\$27.28
<b>Semi-monthly</b>	\$1,758.27	\$1,847.28	\$1,940.80	\$2,039.05	\$2,142.29	\$2,250.79	\$2,364.67
<b>41 Annual</b>	\$42,199.42	\$44,334.72	\$46,579.17	\$48,937.24	\$51,414.88	\$54,017.55	\$56,752.19
<b>Hourly</b>	\$20.79	\$21.85	\$22.95	\$24.12	\$25.34	\$26.62	\$27.97
<b>Semi-monthly</b>	\$1,802.22	\$1,893.46	\$1,989.32	\$2,090.03	\$2,195.84	\$2,307.00	\$2,423.79
<b>42 Annual</b>	\$43,253.39	\$45,443.09	\$47,743.64	\$50,160.67	\$52,700.05	\$55,367.99	\$58,170.99
<b>Hourly</b>	\$21.31	\$22.39	\$23.53	\$24.72	\$25.97	\$27.28	\$28.67
<b>Semi-monthly</b>	\$1,847.28	\$1,940.80	\$2,039.05	\$2,142.29	\$2,250.79	\$2,364.67	\$2,484.39
<b>43 Annual</b>	\$44,334.72	\$46,579.17	\$48,937.24	\$51,414.88	\$54,017.55	\$56,752.19	\$59,625.27
<b>Hourly</b>	\$21.85	\$22.95	\$24.12	\$25.34	\$26.62	\$27.97	\$29.38
<b>Semi-monthly</b>	\$1,893.46	\$1,989.32	\$2,090.03	\$2,195.84	\$2,307.00	\$2,423.79	\$2,546.50
<b>44 Annual</b>	\$45,443.09	\$47,743.64	\$50,160.67	\$52,700.05	\$55,367.99	\$58,170.99	\$61,115.90
<b>Hourly</b>	\$22.39	\$23.53	\$24.72	\$25.97	\$27.28	\$28.67	\$30.12
<b>Semi-monthly</b>	\$1,940.80	\$2,039.05	\$2,142.29	\$2,250.79	\$2,364.67	\$2,484.39	\$2,610.16
<b>45 Annual</b>	\$46,579.17	\$48,937.24	\$51,414.88	\$54,017.55	\$56,752.19	\$59,625.27	\$62,643.80
<b>Hourly</b>	\$22.95	\$24.12	\$25.34	\$26.62	\$27.97	\$29.38	\$30.87
<b>Semi-monthly</b>	\$1,989.32	\$2,090.03	\$2,195.84	\$2,307.00	\$2,423.79	\$2,546.50	\$2,675.41
<b>46 Annual</b>	\$47,743.64	\$50,160.67	\$52,700.05	\$55,367.99	\$58,170.99	\$61,115.90	\$64,209.89
<b>Hourly</b>	\$23.53	\$24.72	\$25.97	\$27.28	\$28.67	\$30.12	\$31.64
<b>Semi-monthly</b>	\$2,039.05	\$2,142.29	\$2,250.79	\$2,364.67	\$2,484.39	\$2,610.16	\$2,742.30
<b>47 Annual</b>	\$48,937.24	\$51,414.88	\$54,017.55	\$56,752.19	\$59,625.27	\$62,643.80	\$65,815.14
<b>Hourly</b>	\$24.12	\$25.34	\$26.62	\$27.97	\$29.38	\$30.87	\$32.43
<b>Semi-monthly</b>	\$2,090.03	\$2,195.84	\$2,307.00	\$2,423.79	\$2,546.50	\$2,675.41	\$2,810.86
<b>48 Annual</b>	\$50,160.67	\$52,700.05	\$55,367.99	\$58,170.99	\$61,115.90	\$64,209.89	\$67,460.82
<b>Hourly</b>	\$24.72	\$25.97	\$27.28	\$28.67	\$30.12	\$31.64	\$33.24

Administrative Supervisor/  
Conservation Coordinator

Water Utility Supervisor

**SALARY AND WAGE PLAN**

Step #'s	1	2	3	4	5	6	7
<b>48</b>							
Semi-monthly	\$2,142.28	\$2,250.73	\$2,364.67	\$2,484.39	\$2,610.16	\$2,742.30	\$2,881.13
Annual	\$61,444.88	\$64,217.88	\$68,752.19	\$69,628.27	\$62,643.90	\$65,815.14	\$69,147.03
<b>49</b>							
Hourly	\$26.64	\$28.62	\$27.97	\$28.38	\$30.67	\$32.43	\$34.37
Semi-monthly	\$2,156.84	\$2,307.00	\$2,423.79	\$2,546.50	\$2,675.41	\$2,810.85	\$2,953.15
Annual	\$62,700.05	\$65,357.99	\$68,170.99	\$69,115.90	\$64,208.89	\$67,460.52	\$70,675.71
<b>50</b>							
Hourly	\$26.97	\$27.28	\$28.37	\$30.12	\$31.64	\$33.24	\$34.93
Semi-monthly	\$2,250.73	\$2,364.67	\$2,484.39	\$2,610.16	\$2,742.30	\$2,881.13	\$3,026.98
Annual	\$54,017.55	\$59,752.19	\$59,625.27	\$62,643.90	\$65,815.14	\$69,147.03	\$72,647.60
<b>51</b>							
Hourly	\$26.62	\$27.97	\$29.38	\$30.67	\$32.43	\$34.07	\$35.80
Semi-monthly	\$2,307.00	\$2,423.79	\$2,546.50	\$2,675.41	\$2,810.85	\$2,953.15	\$3,102.66
Annual	\$55,367.89	\$58,170.99	\$61,115.90	\$64,208.89	\$67,460.52	\$70,875.71	\$74,463.79
<b>52</b>							
Hourly	\$27.28	\$28.37	\$30.12	\$31.64	\$33.24	\$34.93	\$36.69
Semi-monthly	\$2,364.67	\$2,484.39	\$2,610.16	\$2,742.30	\$2,881.13	\$3,026.98	\$3,180.22
Annual	\$66,752.19	\$59,625.27	\$62,643.90	\$65,815.14	\$69,147.03	\$72,647.60	\$76,325.39
<b>53</b>							
Hourly	\$27.97	\$29.38	\$30.67	\$32.43	\$34.07	\$35.80	\$37.61
Semi-monthly	\$2,423.79	\$2,546.50	\$2,675.41	\$2,810.85	\$2,953.15	\$3,102.66	\$3,259.73
Annual	\$58,170.99	\$61,115.90	\$64,208.89	\$67,460.52	\$70,875.71	\$74,463.79	\$78,233.53
<b>54</b>							
Hourly	\$28.37	\$30.12	\$31.64	\$33.24	\$34.93	\$36.69	\$38.55
Semi-monthly	\$2,484.39	\$2,610.16	\$2,742.30	\$2,881.13	\$3,026.98	\$3,180.22	\$3,341.22
Annual	\$59,625.27	\$62,643.90	\$65,815.14	\$69,147.03	\$72,647.60	\$76,325.39	\$80,189.36
<b>55</b>							
Hourly	\$29.38	\$30.67	\$32.43	\$34.07	\$35.80	\$37.61	\$39.52
Semi-monthly	\$2,546.50	\$2,675.41	\$2,810.85	\$2,953.15	\$3,102.66	\$3,259.73	\$3,424.75
Annual	\$61,115.90	\$64,208.89	\$67,460.52	\$70,875.71	\$74,463.79	\$78,233.53	\$82,194.09
<b>56</b>							
Hourly	\$30.12	\$31.64	\$33.24	\$34.93	\$36.69	\$38.55	\$40.50
Semi-monthly	\$2,610.16	\$2,742.30	\$2,881.13	\$3,026.98	\$3,180.22	\$3,341.22	\$3,510.37
Annual	\$62,643.90	\$65,815.14	\$69,147.03	\$72,647.60	\$76,325.39	\$80,189.36	\$84,248.94
<b>57</b>							
Hourly	\$30.67	\$32.43	\$34.07	\$35.80	\$37.61	\$39.52	\$41.52
Semi-monthly	\$2,675.41	\$2,810.85	\$2,953.15	\$3,102.66	\$3,259.73	\$3,424.75	\$3,598.13
Annual	\$64,208.89	\$67,460.52	\$70,875.71	\$74,463.79	\$79,233.52	\$82,194.09	\$86,355.17
<b>58</b>							
Hourly	\$31.64	\$33.24	\$34.93	\$36.69	\$38.55	\$40.50	\$42.65
Semi-monthly	\$2,742.30	\$2,881.13	\$3,026.98	\$3,180.22	\$3,341.22	\$3,510.37	\$3,688.09
Annual	\$65,815.14	\$69,147.03	\$72,647.60	\$76,325.39	\$80,189.36	\$84,248.94	\$88,514.05
<b>59</b>							
Hourly	\$32.43	\$34.07	\$35.80	\$37.61	\$39.52	\$41.52	\$43.62
Semi-monthly	\$2,810.85	\$2,953.15	\$3,102.66	\$3,259.73	\$3,424.75	\$3,598.13	\$3,780.29
Annual	\$67,460.52	\$70,875.71	\$74,463.79	\$78,233.52	\$82,194.09	\$86,355.17	\$90,726.80
<b>60</b>							
Hourly	\$33.24	\$34.93	\$36.69	\$38.55	\$40.50	\$42.65	\$44.71
Semi-monthly	\$2,881.13	\$3,026.98	\$3,180.22	\$3,341.22	\$3,510.37	\$3,688.09	\$3,874.79
Annual	\$69,147.03	\$72,647.60	\$76,325.39	\$80,189.36	\$84,248.94	\$88,514.05	\$92,995.07

**Rio Linda/Elverta Community Water District  
Resolution 2002-12  
Director Per Meeting Compensation**

Whereas, Directors are currently compensated at a rate of seventy-five dollars (\$75.00) per meeting up to a maximum of six (6) meetings in any calendar month; and

Whereas, under Water Code Section 30507 the Board of Directors may establish compensation at a rate not to exceed one hundred dollars (\$100.00) per meeting up to a maximum of six (6) meetings in any calendar month; and

Whereas, the current rate of compensation has been seventy-five dollars (\$75.00) per meeting since May 19, 1993; and

Whereas, prior to May 19, 1993 compensation was one hundred twenty-five dollars (\$125.00) per meeting; and

Whereas, the Board now wishes to modify the current level of Director compensation.

Now, Therefore be it Resolved by the Rio Linda/Elverta Community Water District Board of Directors that Director compensation provided in District Administration and Personnel Policy Section 2.01.050 is hereby amended to one hundred dollars (\$100.00) for each meeting up to a maximum of six (6) meetings in any calendar month.

Be it Further Resolved that this policy shall take effect on December 31, 2002.

Introduced and Adopted this 18<sup>th</sup> Day of November 2002 by the following vote:


Ayes, in favor hereof: Cater, Wickham, Blanchard and O'Brien

Noes: 0

Absent: Griffin

  
\_\_\_\_\_  
Doug Cater  
President, Board of Directors

Attest:

  
\_\_\_\_\_  
Clerk of the Board

RESOLUTION NO. 2002 - 13

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT APPROVING AN INDENTURE OF TRUST, A CONTINUING DISCLOSURE AGREEMENT, ESCROW INSTRUCTIONS, A PURCHASE CONTRACT AND AN OFFICIAL STATEMENT; MAKING CERTAIN DETERMINATIONS RELATING THERETO; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Rio Linda/Elverta Community Water District (the "District") is a special district duly organized and validly existing under the laws of the State of California; and

WHEREAS, the District is authorized under Articles 10 and 11, Division 2, Title 5 (commencing with Section 53570) of the California Government Code, as amended (the "Act"), to issue revenue bonds in connection with the refinancing of certain public capital improvements and its obligations in connection with its Certificates of Participation (1994 Enterprise Improvements Project) (the "Prior Certificates"); and

WHEREAS, the District desires to issue, sell and deliver its Water Revenue Refunding Bonds, Series 2002 ("the "Bonds"), in the principal amount set forth herein in order to refinance the Prior Certificates, which Bonds shall be payable solely from payments to be made by the District under and pursuant to an indenture of trust, all under and in accordance with the Constitution and laws of the State of California, including the Act; and

WHEREAS, there have been presented at this meeting forms of an Indenture of Trust, Escrow Instructions, a Purchase Contract, a Continuing Disclosure Agreement and a Preliminary Official Statement (as defined herein); and

WHEREAS, pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), under certain circumstances, certain obligations the interest on which is exempt from federal income tax under Section 103 of the Code may be designated by the issuer thereof as "qualified tax-exempt obligations," thereby allowing certain financial institutions that are holders of such qualified tax exempt obligations to deduct for federal income tax purposes a portion of such institution's interest expense that is allocable to such qualified tax-exempt obligations, all as determined in accordance with Sections 265 and 291 of the Code; and

WHEREAS, the Board of Directors hereby represents that:

(1) said Bonds are not "private activity bonds" within the meaning of Section 141 of the Code;

(2) the District, together with all of its subordinate entities, has heretofore not issued any obligations (other than those obligations described in Paragraph (4) below) in calendar year 2002 the interest on which is exempt from federal income tax under Section 103 of the Code;

(3) the District reasonably anticipates that it, together with its subordinate entities, will issue during the remainder of calendar year 2002 obligations (other than those obligations described in Paragraph (4) below) the interest on which is exempt from federal income tax under Section 103 of the Code which, when aggregated with all obligations described in Paragraph (2) above, will not exceed an aggregate principal amount of \$10,000,000;

(4) notwithstanding Paragraphs (2) and (3) above, the District and its subordinate entities may have issued in calendar year 2002 and may continue to issue during the remainder of calendar year 2002 private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code; and

WHEREAS, the Board wishes to designate the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT AS FOLLOWS:

SECTION 1. Approval of Indenture of Trust. The form of Indenture of Trust, currently dated as of December 1, 2002 (the "Indenture"), between the District and the trustee named therein (the "Trustee"), as presented to this meeting is hereby approved. The President of the District or the General Manager (or their designated representative), each acting alone (collectively the "Officers"), and the District Secretary are hereby authorized and directed, for and on behalf of the District, to execute, acknowledge and deliver the Indenture, in substantially the form presented to this meeting, with such changes therein as such Officers may require or approve, with the advice and approval of the general counsel to the District and Nossaman, Guthner, Knox & Elliott, LLP ("Bond Counsel"), such approval to be conclusively evidenced by the execution and delivery thereof. In connection therewith, the District approves the execution and delivery of the Bonds, provided, that the principal amount of the Bonds shall not exceed \$4,800,000.

SECTION 2. Approval of Purchase Contract. The Purchase Contract is hereby approved. The Officers are hereby authorized to sell the Bonds to the Underwriter named therein pursuant to the Purchase Contract and to execute and deliver the Purchase Contract, in substantially the form on file with the Secretary and presented to this meeting, with such changes, additions or deletions approved by an Officer after consulting with counsel to the District and Bond Counsel, such approval to be conclusively evidenced by such execution and delivery; provided, that the Purchase Contract shall not specify interest rates on the Bonds greater than 6.00% per annum, specify a final maturity in excess of thirty (30) years, result in net present value savings in debt service on the refunding portion of less than 3.0%, or specify an Underwriter's discount (excluding original issue discount) greater than one and one-half percent (1.5%).

SECTION 3. Approval of Preliminary and Final Official Statement. The form of preliminary official statement as presented to this meeting (the "Preliminary Official Statement") is hereby approved, in substantially the form presented to this meeting, with such changes therein as such Officers may require or approve, with the advice and approval of the general counsel to the District and Bond Counsel. An Officer is hereby authorized and directed, for and on behalf of

the District, to execute all certificates necessary to deem final the Preliminary Official Statement as of the date of such Preliminary Official Statement, with the exception of certain final pricing and related information. An Officer is hereby authorized and directed, for and on behalf of the District, to execute and deliver the final Official Statement when completed, with the advice and approval of the general counsel to the District and Bond Counsel. The use and distribution of said Preliminary Official Statement and use and distribution of the final Official Statement in connection with the sale of the Bonds is hereby ratified and approved.

SECTION 4. Approval of Continuing Disclosure Agreement. The form of Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), between the District and the Trustee, acting as dissemination agent, as presented to this meeting is hereby approved. An Officer and the District Secretary are hereby authorized and directed, for and on behalf of the District, to execute, acknowledge and deliver the Continuing Disclosure Agreement, in substantially the form presented to this meeting, with such changes therein as such Officer may require or approve, with the advice and approval of the general counsel to the District and Bond Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. Approval of Escrow Instructions. The form of Escrow Instructions (the "Escrow Instructions"), between the District and U.S. Bank, N.A., as Escrow Agent thereunder, as presented to this meeting is hereby approved. An Officer and the District Secretary are hereby authorized and directed, for and on behalf of the District, to execute, acknowledge and deliver the Escrow Instructions, in substantially the form presented to this meeting, with such changes therein as such Officer may require or approve, with the advice and approval of the general counsel to the District and Bond Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 6. Bank Qualified Designation. The Bonds are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. The Board hereby find and determine that the aggregate face amount of all tax exempt obligations (other than private activity bonds) issued by the District (and all subordinate entities thereof) during calendar year 2002 is not expected to exceed \$10,000,000.

SECTION 7. Other Acts. The Officers and staff of the District are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, which in consultation with Bond Counsel, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, including, but not limited to, any matters relating to the purchase of a municipal bond insurance policy by the District and the investment of proceeds of the Bonds, and any and all such actions previously taken by such Officers or staff members are hereby ratified and confirmed.

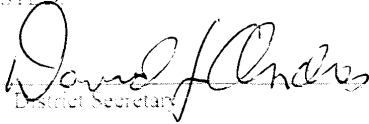


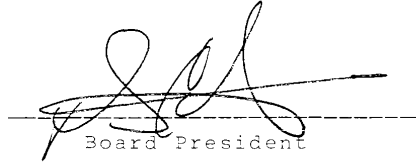
SECTION 8 Effective Date: This Resolution shall take effect upon adoption.

PASSED AND ADOPTED at a regular meeting of the District Council of the Rio Linda Elverta Community Water District held on the 18<sup>th</sup> day of November 2002, by the following vote, to wit:

AYES: 4 Wickham, Carter, Blanchard & O'Brien  
NOES: 0  
ABSENT: 1 Griffin  
ABSTAIN: 0

ATTESTED:

  
District Secretary

  
Board President

**Rio Linda/Elverta Community Water District  
Resolution 2002-14  
Establishing District Policy for Medical Insurance Benefits for Retirees**

Whereas, the District policy on retiree medical insurance was based on past practice and is not in written form; and

Whereas, the District Board of Directors established a written policy confirming the provision of medical insurance for the present retirees and employees of the District by adoption of Resolution 2002 - 10; and

Whereas, the Board of Directors wishes to further amend Section 2.20.500 of the Administrative and Personnel Policies of the District in order to establish a written permanent policy regarding retiree medical insurance for new employees.

Now, Therefore be it Resolved by Rio Linda/Elverta Community Water District Board of Directors that the following provisions are added to the Administrative and Personnel Policies of the District:

**2.20.541 Retiree Group Medical Insurance Coverage.** Retirees who have attained the age of fifty (50) and have at least five (5) years of service with the District shall be eligible for paid Group Medical Insurance Coverage. Such paid coverage shall only be available to the eligible retiree and eligible dependent(s) as of the last day of employment with the District and in accordance with the terms of the Medical Insurance Provider. The District shall pay the cost of the eligible retiree and eligible dependent(s) medical insurance premium only.

Employees hired by the District on, or after, January 1, 2003 shall be subject to the following vesting schedule for District paid retiree and eligible dependent medical insurance premiums:

<u>Service with District</u>	<u>District Share</u>	<u>Retiree Share</u>
0 - 5 Years	0 %	100 %
5 - 6 Years	10 %	90 %
6 - 7 Years	20 %	80 %
7 - 8 Years	30 %	70 %
8 - 9 Years	40 %	60 %
9 - 10 Years	50 %	50 %
10 - 11 Years	60 %	40 %
11 - 12 Years	70 %	30 %
12 - 13 Years	80 %	20 %
13 - 14 Years	90 %	10 %
14 - 15+ Years	100 %	0 %

The District share shall be reduced for employees working less than full-time for the period commencing three years previous to retirement. Such reduction shall be in proportion to the number of regular hours worked compared to full-time employment.

**Be it Further Resolved** that this policy shall take effect on adoption and supercede and repeal Resolution 2002 - 10.

Introduced and Adopted this 18<sup>th</sup> Day of November 2002 by the following vote:

Ayes, in favor hereof: Cater, Wickham, Blanchard and O'Brien

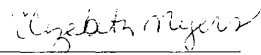
Noes: 0

Absent: Griffin



Doug Cater  
President, Board of Directors

Attest:

  
Clerk of the Board

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**RESOLUTION NO. 2002 - 15**  
**Rio Linda/Elverta Community Water District**  
**A RESOLUTION DECLARING THE RESULTS OF THE NOVEMBER 5, 2002 BOARD OF**  
**DIRECTORS ELECTION**

**WHEREAS**, the Registrar of Voters of the County of Sacramento has certified the results of the official canvass of the November 5, 2002 election; and

**WHEREAS**, the District Board of Directors has been requested by the Sacramento County Registrar of Voters to declare the results of the Election.

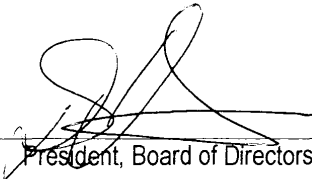
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Rio Linda/Elverta Community Water District that the results of the November 5, 2002 election held for the purpose of electing two (2) Directors was as indicated in the attached Exhibit 1 - "Certificate of Facts" provided by the Registrar of Voters of the County of Sacramento.

**INTRODUCED AND ADOPTED** on this 16th day of December 2002, by the following vote:

**AYES**, in favor hereof: WHICKHAM, HARRIS, GRIFFIN, BLANCHARD  
AND CATER

**NOES**: NONE

**ABSENT**: NONE

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

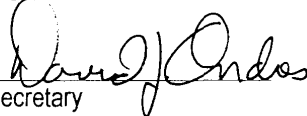
  
\_\_\_\_\_  
Secretary

EXHIBIT 1

STATE OF CALIFORNIA }  
County of Sacramento } ss.

CERTIFICATE OF FACTS

I, Ernest R. Hawkins, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in the **Rio Linda/Elverta Community Water District** for the purpose of electing **two Directors** at the November 5, 2002 General Election.

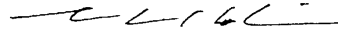
The results of the Official Canvass conducted by this office are as follows:

	Votes Cast
*Mary R. Harris	1,866
*Douglas Cater	1,738
Cathy D. Hood	1,354
Joe Gluvers	1,034
Chuck Baldock	445

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness My Hand and Seal This 25th Day of November 2002.



  
ERNEST R. HAWKINS  
REGISTRAR OF VOTERS  
County of Sacramento  
State of California

\* Candidates elected