

RESOLUTION NO. 2001-01-01

A RESOLUTION ESTABLISHING WELL SITING
CRITERIA AND SITE REQUIREMENTS

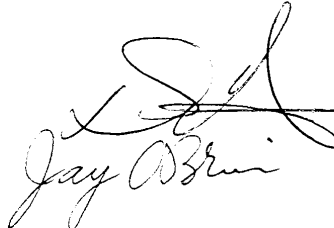
IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District that the Well Siting Criteria and Site Requirements attached hereto are hereby adopted as Chapter 4.18 of the Rules and Regulations of the District.

INTRODUCED AND ADOPTED on this 17th day of January, 2001,
by the following vote:

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

NOES: None

ABSENT: None



Jay O'Brien
President

ATTEST:



Secretary

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

WELL SITING CRITERIA AND SITE REQUIREMENTS

This document presents a brief synopsis of the conditions that should be reviewed and met when selecting a site for a production water well for the District. This document also identifies the improvements that should normally be constructed at the well site when it is developed. The facilities identified here are the minimum recommended. Varying site conditions and District needs specific to the area of each well may require additional improvements. Groundwater quality may also require special equipment for treatment at the well head. This consideration has been addressed to a general degree when selecting the recommended minimum size parcel for all sites. The recommended minimum parcel size allows space for well head treatment of iron, manganese, arsenic, or radon.

Well Site Criteria

All well sites should meet the following minimum criteria to be useful to the District:

- Property must be available to transfer ownership to the District.
- Parcel must be at least 25,000 square feet (approximately one half acre) with a minimum of 20,000 square feet useable for structures and above grade improvements. Setbacks and easement areas that prohibit the District from utilizing those areas from development into a use beneficial to the District should not be considered in determining the minimum useable area. If land coverage limitations apply to a site the site should be large enough to allow coverage of at least 20,000 square feet.
- The site must be developable and not impacted by an environmental condition or Williamson Act contract that would prohibit the District from developing the site for the District's beneficial use.
- Well sites or other above-ground or below-ground water system improvements shall not be sited where they will adversely affect view sheds along Dry Creek, the Natomas East Main Drainage Canal, or designated Natural Preserve areas. Well sites or other above-ground or below-ground water system improvements shall not be sited where they will damage identified or protected scenic vistas or scenic resources, or significant trees, rock outcroppings, or historic buildings.
- Site-specific biological surveys shall be performed prior to siting any well facilities and prior to the extension of underground pipeline facilities beyond any existing or planned roadway rights-of-way. Significant and/or protected resources shall be avoided or fully mitigated pursuant to applicable regulations.
- Site-specific archeological assessments shall be prepared prior to acquisition and/or use for construction of water system infrastructure. Significant resources shall be avoided or fully mitigated pursuant to the policies of the Community Plan, CEQA, and State law.
- The site must be outside of the 100 year flood plain and not be subject to local inundation.
- The site must have adequate drainage including access to a drainage capable of receiving water pumped to waste from the well. The typical pump to waste

discharge rate to use when considering the drainage of a well site is 1500 gallons per minute.

- The site must have 3 phase electric utility power to the site or within a reasonable distance of the site.
- A 100 feet by 100 feet area must exist on the property that is clear of overhead utilities and trees to allow well construction.
- Access should be over public right-of-ways with paved surfaces.
- Access must be adequate to allow trucks to maneuver into and from the site safely. All construction vehicles and equipment shall be maintained according to manufacturer's specifications. Construction contractors shall be required to show written evidence of appropriate maintenance prior to bringing equipment on site.
- Access must be available 24 hours a day, 365 days a year.
- The site must be configured to allow ongoing maintenance of the well and other site improvements after full development of the site and adjacent properties.
- The well site must be a safe distance from known sites of groundwater contamination. This distance is affected by various conditions such as well construction, hydraulic gradient of the water table, soil permeability of the aquifer and overlying soils, the cone of depression created by pumping the well. Any known sites should be identified and safe distances determined on a case by case basis.
- The distance from the location of the well on the property to the nearest storm, industrial, or sewer lateral or main must exceed 50 feet.
- Water supply infrastructure shall not be located on sites identified as hazardous materials sites. Prior to acquisition or development, all sites shall be cleared via a Phase I Environmental Assessment. Sites found to have hazardous materials problems or concerns shall be avoided or fully mitigated. The State Department of Health Services has established minimum distances from other potential source of contamination. These are presented in Table 1.

Table 1 - Minimum Horizontal Distances in Feet between Water Supply Wells and Other Facilities

Sewerage Facilities:

Sanitary Sewer and House Lateral	50
Watertight Septic Tank	50
Pit Privy	50
Vault Privy (Pumped)	50
Storm Sewers	50
Drainage Channel	50
Horizontal Leach Lines	100
Sewage Pumping Station	100
Sewer Manhole	100
Seepage Pit and Cesspool	150
Sewage Treatment Plant	*
Sewage Irrigation Area	*
Sewage Lagoon	*
Industrial Waste Pond	*

Other Facilities:

Ponds, Lakes, and Streams	50
Tunnels or Buried Conduits	50
Stable and Pasture Areas	100
Animal or Foul Enclosures	100
Petroleum Product Storage Tanks (Sub Surface)	100
Petroleum Product Transmission Pipes	100
Solid Waste Disposal Sites	*

* Should be identified and evaluated on a case by case basis.

The distances stated in this table represent minimum distances. These distances may be increased at a site by the State Department of Health Services based upon existing and future conditions.

Well Site Improvements

The typical well site will be equipped or improved as listed below. Some improvements have obvious and definite space requirements such as a building with overhangs and separation requirements. Other equipment has space requirements that are not obvious. Such is the case of flow meters that require a length of straight pipe with no valves or fittings for a distance of five pipe diameters upstream and three pipe diameters downstream of the meter. How site configuration impacts space requirements should be considered when examining potential sites. Square parcels varying to rectangular parcels with a length to width ratio of not greater than 3.5 to 1 are the most desirable.

In general a developed well site will have:

- A large capacity well with pump capable of producing 1500 gallons per minute.
- Hydro-pneumatic tank
- Flow control valves and flow meter.
- Backflow prevention assembly.
- Piping required to connect the well, control valves, and flow meter to the water distribution mains adjacent to the site.
- Instrumentation and communication devices and power controls for the pump.
- Chlorinating equipment for disinfection, as required by the Department of Health Services.
- Backup power as determined necessary by the District based upon the importance of the well for maintaining the water system pressure during times of power outages; typically this will include a direct-drive natural gas or diesel engine (the latter with a built-in 100 gallon fuel tank, and a controller).
- Utility building, typically constructed of cinder block and metal roof, with a minimum of approximately 225 square feet.
- Noise generating equipment at well sites shall be housed in insulated structures designed to minimize noise. Site-specific property line noise analysis shall be performed prior to permanent operations to ensure compliance with applicable local requirements.
- Site fencing of the perimeter, typically chain link.

- Permanent landscaping and irrigation will be installed along the perimeter of each well site, to “hide” the facility and/or assist in blending the facility into the surroundings; lighting will be minimized, and will be shielded and directed downward; other aesthetic treatments that may be necessary based on site-specific conditions will be evaluated and installed on a case-by-case basis with input from adjoining landowners.
- Pavement, including any access roads.
- Construction at well site shall be fully engineered to address specific soils and other relevant geological features at the site.
- A dust emission control plan shall be developed and implemented for each capital improvement project that contains, at a minimum, the following requirements: application of dust palliatives (e.g. water) at least twice daily (at the beginning and end of daily construction activities) and more often as necessary; watering the construction area or applying some other dust palliatives whenever visible dust clouds appear; and ceasing grading activities whenever sustained winds exceed 25 miles per hour.
- Drainage improvements to maintain drainage away from the well head and prevent ponding on the site.
- Depending upon the water quality encountered and changes in the drinking water standards, well head treatment of iron, manganese, arsenic, or radon may be developed at each well site. Treatment equipment may include pressure sand filters, pressure air strippers, or reverse osmosis equipment.
- The District will develop and implement a program to assist private well owners whose wells are dewatered as a result of pumping of a new well. For those shallow wells that are no longer operational, the District will waive the one-time connection fee, although ongoing service costs will be charged.

All potential well sites under considering should be pre-inspected by the Department of Health Services Office of Drinking Water to determine if the site is suitable for development for a water supply well.

RESOLUTION NO. 2001-02-01

A RESOLUTION TO SUBMIT GRANT APPLICATIONS TO
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District as follows:

Section 1. Pursuant and subject to all the terms and provisions of the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act, and all amendments thereto, applications shall be made to the California Department of Water Resources to obtain i) a feasibility study grant for groundwater recharge facilities (Chapter 8, Article 4), ii) a feasibility study or pilot project grant for groundwater storage facilities (Chapter 9, Article 2), and iii) a groundwater storage project construction grant. These applications shall be submitted by the Sacramento North Area Groundwater Management Authority (SNAGMA) on behalf of the SNAGMA member agencies and the participants in the American River Basin Cooperating Agencies Regional Water Master Plan effort.

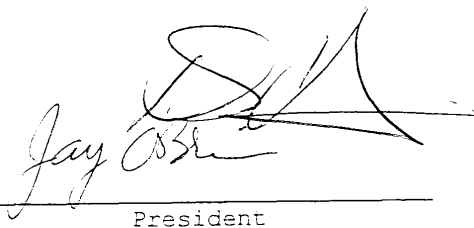
Section 2. The General Manager of the Rio Linda/Elverta Community Water District is hereby authorized and directed to prepare and provide the necessary data, make investigations, and sign forms as required to file the aforementioned applications with the California Department of Water Resources.

INTRODUCED AND ADOPTED on this 5th day of February, 2001, by the following vote:

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

NOES: NONE

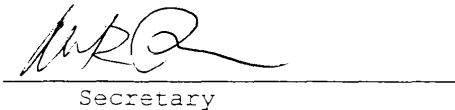
ABSENT: NONE



Jay Osborne

President

ATTEST:



Secretary

RESOLUTION NO. 2001-02-02

A RESOLUTION AUTHORIZING AND DIRECTOR THE
PRESIDENT TO EXECUTE A MEMORANDUM OF UNDERSTANDING
WITH THE SACRAMENTO METROPOLITAN WATER AUTHORITY
FOR THE SAWWA CONSERVATION PROGRAM

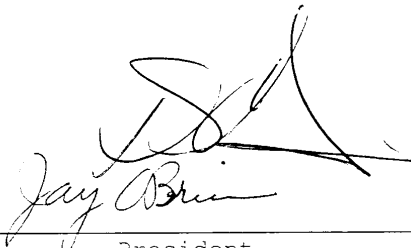
BE IT RESOLVED by the Board of Directors of the Rio
Linda/Elverta Community Water District that the President of the
Board is hereby authorized and directed to execute the attached
Memorandum of Understanding with the Sacramento Metropolitan
Water Authority Regarding Contracting for SAWWA Conservation
Program Support Services

INTRODUCED AND ADOPTED on this 26th day of February, 2001,
by the following vote:

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


NOES: NONE

ABSENT: NONE



President

ATTEST:



Secretary

SACRAMENTO METROPOLITAN WATER AUTHORITY
MEMORANDUM OF UNDERSTANDING
REGARDING CONTRACTING FOR
SAWWA CONSERVATION PROGRAM SUPPORT SERVICES

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into on this the _____ day of _____, 2000 by and between Sacramento Metropolitan Water Authority (SMWA) and other entities identified in Table 1, referred to collectively hereinafter as "Participants". Participants include both members of SMWA and other entities that have participated in the Sacramento Area Water Works Association (SAWWA) Conservation Program or desire to do so.

RECITALS

WHEREAS, it is the intent of the Participants to continue the existing efforts of the SAWWA Conservation Committee; and

WHEREAS, the Participants believe it to be in their best interest, as well as the public's best interest, to continue to fund the existing conservation programs; and

WHEREAS, it is the intent of the Participants to fund the conservation program through a formal agency that can provide institutional support; and

WHEREAS, it is the intent of SMWA and the Participants that there be no disruption of the conservation program, and that this can best be accomplished by requesting the current committee members (or replacement members appointed by their employers), to continue to serve for a transition period of at least one year; and

WHEREAS, the Participants understand there will be an overhead cost associated with the program administration that shall be paid from the Participants' combined pledges.

ARTICLES

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Participants agree as follows:

1. **Decisions of the SAWWA Conservation Committee:** The Participants expect and intend that decisions of the SAWWA Conservation Committee will be made by consensus of the Committee, resulting in a recommendation to the SMWA Board of Directors, consistent with an annual workplan drafted by the Committee and approved by the SMWA Board.
2. **Contract Administration:** SMWA will have the responsibility to contract with consultants for engineering, program management, legal, and other services (including appropriate expenditures for required materials) to continue the work of the SAWWA Conservation Committee. Tasks associated with this coordination include, but are not limited to:
 - Developing, executing, and administering contracts, which have been recommended by the Conservation Committee and approved by the SMWA Board for the services of

consultants for public relations, legal, and other services (including appropriate expenditures for required materials).

- Serving as the contracting and fiscal agent for receiving recommendations from the Conservation Committee and for approving and paying invoices for public relations, program management, legal, and other services (including appropriate expenditures for required materials).
3. **Receipt and Payment of Invoices:** Upon receipt by SMWA of invoices from consultants or from others for public relations, program management, legal, and other services (including appropriate expenditures for required materials), SMWA will forward copies of the invoices to the SAWWA Conservation Committee for recommendation on payment. The Conservation Committee has the responsibility to provide timely recommendations to SMWA. SMWA will then process the payment through SMWA's standard procedures for payment of invoices.
 4. **Anticipated Not-to Exceed Cost:** Table 1 presents the estimated total cost and the anticipated cost share of each Participant for the goods and services procured pursuant to this MOU.
 5. **Scope of Goods and Services:** The Participants have agreed that funds collected from the Participants pursuant to this MOU are to be expended only to contract for the specific goods and services needed to carry out the purposes of the Conservation Committee.
 6. **Disposition of Funds Remaining Upon Completion of the Work:** Subsequent to the completion of the work associated with the goods and services, if any of the funds collected pursuant to this MOU remain, then, unless otherwise decided pursuant to 7. below, those funds will be carried over for use by the Conservation Committee the following year.
 7. **Receipt of Outside Funding:** In the event that a portion of the estimated total cost for goods and services procured pursuant to this MOU are significantly offset by the receipt of grants or monies from non-Participants, the anticipated cost share of each of the Participants may be reduced accordingly. Any such revisions will be carried out by reducing the periodic payments by participants or by reducing subsequent year commitments.
 8. **Notices:** Any invoice, payment, demand, notice or other written communication related to this MOU will be provided to each Participant upon request.
 9. **Term of MOU:** This MOU shall remain in force for at least one year and until all contracts for services entered into pursuant to this MOU have been completed, and all payments required under this MOU have been made.
 10. **Amendments:** Any amendments to this MOU must be in writing. Amendments must be executed by all Participants except that amendments made for the sole purpose of revising the participant list may be executed by the affected participant and the SMWA General Manager.
 11. **Counterparts:** This MOU may be executed by the Participants in separate counterparts, each of which when so executed and delivered to SMWA shall be an original, but all such attached counterparts shall together constitute one and the same instrument.

**TABLE 1: Estimated Annual Cost of Goods and Services
and Anticipated Cost Share for Each Participant**

PARTICIPANT	Anticipated MOU Cost Share
Arcade Water District	\$ 4,300
Arden-Cordova Water Service	\$ 4,400
Carmichael Water District	\$ 3,500
Citizens Utilities Company	\$11,000
Citrus Heights Water District	\$ 5,900
City of Folsom	\$ 4,000
City of Galt	\$ 1,800
City of Roseville	\$ 8,500
City of Sacramento	\$11,000
County of El Dorado	\$ 700
County of Sacramento	\$7,400
City/County Office of Water Planning	\$ 700
Del Paso Water District	\$ 700
Elk Grove/Florin RCD	\$2,300
Fair Oaks Water District	\$4,000
Florin County Water District	\$ 700
Fruitridge Vista Water Company	\$ 700
Northridge Water District	\$7,000
Rancho Murieta CSD	\$ 700
Rio Linda/Elverta CWD	\$1,300
Sacramento County Regional Sanitation District	\$16,500
San Juan Water District	\$ 3,000
TOTALS:	\$100,100

12. **General Provisions:** Each Participant understands and agrees that there is no agency relationship between the Participants. It is further understood and agreed by the Participants that, notwithstanding anything contained herein, the employees of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

Each Participant understands and agrees that any internal, in-house or administrative costs or expenses incurred by any Participant related to that Participant's participation and obligations under this MOU shall be the sole responsibility of the party incurring said costs and expenses. This instrument and any attachments hereto constitute the entire MOU between the Participants concerning the subject matter hereof.

This Memorandum of Understanding is executed on the date shown below:

SACRAMENTO METROPOLITAN WATER AUTHORITY

By: Walt Pittet

Title: General Manager

Date: 2-9-01

2001 SAWWA CONSERVATION COMMITTEE PARTICIPANT / SMWA

RESOLUTION 2000-04 MOU

SIGNATURE AGREEMENT

PARTICIPANT _____

By: _____

Title: _____

Date: _____

RESOLUTION NO. 2001-02-03

A RESOLUTION FINALIZING AND APPROVING THE
NEGATIVE DECLARATION FOR THE WATER MASTER PLAN

WHEREAS, the Water Master Plan will serve existing and planned growth within the boundaries of the Rio Linda/ Elverta Community Water District which extends generally from the Sutter County line on the north to Ascot Avenue on the south, and from East Levee Road on the west beyond 30th Street on the east;

WHEREAS, the boundaries of the District are predominantly coterminous with the boundaries of the Sacramento County Rio Linda/Elverta Community Plan Area;

WHEREAS, the area within the district boundaries comprises about 11,415 acres or 17.8 square miles within which 13,255 units are planned or proposed on 7,510 acres, for a projected 2030 population of 37,297;

WHEREAS, the Water Master Plan includes several components including an infrastructure plan comprised of identified well improvements and pipeline conveyances, and a capital improvement program (CIP) containing cost estimates for proposed improvements;

WHEREAS, the Master Plan provides for the construction of 18 new wells and the replacement of all 11 existing wells according to siting criteria and criteria for well improvements adopted by the Water District.

WHEREAS, the Water Master Plan identifies conceptual locations and sizes of pipeline improvements for transmission of domestic water, fire flow, and looping of dead-end pipes where merited; chlorine treatment at each well; and a phasing plan for construction of improvements;

WHEREAS, The proposed Water Master Plan is consistent with the Rio Linda and Elverta Community Plan and the Water Forum Agreement;

WHEREAS, the potential environmental impacts of growth in the Rio Linda/Elverta area were more specifically analyzed in the Rio Linda and Elverta Community Plan FEIR certified by the Sacramento County Board of Supervisors in September of 1997 (SCH #96012016);

WHEREAS, the potential environmental impacts of the terms of the Water Forum Agreement were analyzed in the Water Forum Proposal FEIR (SCH #95082041, October 1999);

WHEREAS, on January 29, 2001 an Environmental Checklist and Initial Study were prepared to examine potential areas of impact, and whereas it was determined that an Environmental Impact Report was not required and a Negative Declaration should be prepared;

WHEREAS, the Negative Declaration was circulated for a 20-day period from February 1, 2001 through February 21, 2001;

WHEREAS, the Negative Declaration tiers from the certified 1997 Rio Linda and Elverta Community Plan EIR;

WHEREAS, the Negative Declaration tiers from the certified 1999 Water Forum Proposal EIR; and

WHEREAS, a public hearing was held on February 26, 2001 to receive testimony on the project and the CEQA determination.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District that:

1) The Board of Directors has considered the proposed Negative Declaration before making a decision on the project.

2) The Board of Directors has considered comments received during the public review process.

3) The Board of Directors finds, on the basis of the whole record before it, that there is no substantial evidence that the project will have a significant effect on the environment.

4) The Board of Directors finds that the Negative Declaration reflects the independent judgment and analysis of the Rio Linda/Elverta Community Water District.

5) The Negative Declaration has been prepared in compliance with CEQA and the State CEQA Guidelines, and is determined to be complete and final, and is adopted by the Board of Directors.

6) The custodian of the documents and other materials, which constitute the record of proceedings, is Mike Phelan, General Manager. The location of these items is the office of the Rio

Linda/Elverta Community Water District at 730 L Street, Rio Linda,
CA 95673.

7) The Board of Directors has determined that there are no project changes, conditions of approval, or mitigation measures necessary to avoid significant environmental effects from the project, and therefore, a program for reporting on or monitoring the implementation of these items is not necessary or required.

8) Pursuant to Section 15074(e) of the CEQA Guidelines, the Board of Directors has determined that this project will not result in a safety hazard or noise problem for persons using area airports or for persons residing or working in the project area.

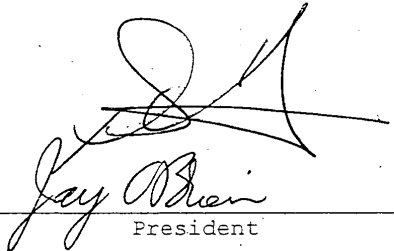
9) A Notice of Determination (NOD) shall be filed with the County Clerk immediately following approval of the project.

INTRODUCED AND ADOPTED on this 26th day of February, 2001 by the following vote:

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

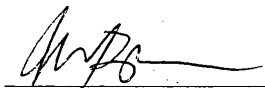
NOES: NONE

ABSENT: NONE



Jay O'Brien
President

ATTEST:



Secretary

RESOLUTION NO. 2001-02-04

A RESOLUTION ADOPTING A WATER MASTER PLAN

WHEREAS, in 1998 the County of Sacramento adopted a new Community Plan and General Plan Amendment establishing new land uses within the boundaries of the Rio Linda/Elverta Community Water District; and,

WHEREAS, in 2000 the Sacramento Area Water Forum Agreement was signed establishing the projected sources of water to serve development through the year 2030, including development within the District; and,

WHEREAS, the District engaged the services of the engineering firm of Camp, Dresser and McKee to prepare a Water Master Plan for the District based upon the new Community Plan and the Water Forum Agreement; and,

WHEREAS, the Board of Directors on February 26, 2001 held a public hearing on a Negative Declaration on the Water Master Plan and adopted said Negative Declaration; and

WHEREAS, on February 26, 2001 the Board of Directors held a public hearing on the proposed Water Master Plan making minor corrections to said Plan;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District that the Water Master Plan dated November 2000 prepared for the District by Camp Dreser & McKee is hereby adopted.

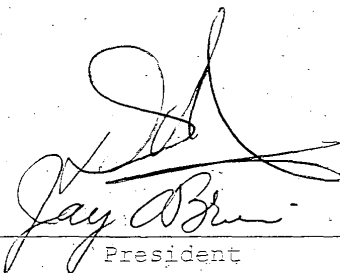
INTRODUCED AND ADOPTED on this 26th day of February, 2001, by the following vote:

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

NOES: NONE

ABSENT: NONE

ABSENT:



President

ATTEST:



Secretary

**REPEALED BY ORDINANCE 2003- 01
ADOPTED JUNE 16, 2003**

Rio Linda/Elverta Community Water District
Resolution No. 2001-02-05

February 26, 2001
Page 1 of 4

RESOLUTION NO. 2001-02-05

A RESOLUTION ADOPTING WATER IMPROVEMENT
DEVELOPER FEES FOR NEW CONNECTIONS TO THE
DISTRICT'S WATER SYSTEM

WHEREAS, THE Rio Linda/ Elverta Community Water District undertook a master planning effort to ensure adequate water system capacity for existing and future customers and to plan for water supply and pipeline improvements in developing areas, and

WHEREAS, the Rio Linda/Elverta Community Water District Master Plan Report identifies improvements to correct existing deficiencies and to serve future growth, and presents a Capital Improvement Program (CIP) showing the estimated costs and phasing of the recommended improvements, and

WHEREAS, the District caused to be prepared a Rio Linda/Elverta Community Water District Long-Range Financial Plan and Water Rate/Capacity Charge Study which recommended adjustments to water rate schedules and calculated capacity charges for new development based on the Master Plan. The study, which was prepared by Reed Consulting Group and is dated November 20, 2000, analyzed the need for new public facilities and improvements required by new development and set forth the relationship between new development, the needed facilities, and the estimated costs of those improvements, and

WHEREAS, the Water Master Plan Report and Long-Range Financial Plan and Water Rate/Capacity Study were available for public inspection and review fourteen (14) days prior to this public hearing; and

WHEREAS, the Water Master Plan was adopted;

WHEREAS, the Board of Directors of the Rio Linda/Elverta Community Water District finds as follows:

A. After considering the Rio Linda/Elverta Community Water District Water Master Plan Report and the Rio Linda/Elverta Community Water District Long-Range Financial Plan and Water Rate/Capacity Study, and the testimony received at the public hearing, the Board approves Chapter IV of the Long-Range Financial Plan and Water Rate/Capacity Study and finds that new development within the District will generate additional need for water supply facilities and water transmission facilities within the District.

B. The purposes of the developer fees, which will be imposed on all new connections to the District's water system, are (1) to finance water system improvements to reduce the impacts caused by new connections to the District's water system and (2) to assess capacity charges that will reflect the fair share of the cost of existing facilities which will provide capacity to such new connections within the District.

C. The fees collected pursuant to this resolution shall be used to finance the improvements, including new wells and pipelines, identified in Tables 7-1 and 7-2 of the Water Master Plan and to allocate to new connections the share of the cost of existing water supply facilities and transmission facilities required to service such new connections.

D. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development described in paragraph 2 below, for which the corresponding fee is charged, and, also there is a reasonable relationship between the fee's use and the type of development for which the fee is charged, as these reasonable relationships or nexus are in more detail described in the Rio Linda/Elverta Community Water District Long-Range Financial Plan and Water Rate/Capacity Study. The fees are related to the water demand to be generated by the new connections and the water supply and water transmission facilities required to provide capacity to such development as determined by the capacity of the water meter needed to serve such development.

E. The cost estimates set forth in Exhibit in Tables 7-1 and 7-2 of the Water Master Plan are reasonable cost estimates for constructing these facilities, and the fees expected to be generated by new connections will not exceed the total of these costs.

F. The District has prepared, circulated and approved a Negative Declaration for the Water Master Plan. The adoption of these fees will have no environmental impacts requiring further analysis.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District that:

1) A water system improvement fee shall be charged upon any new or enlarged connection to the Rio Linda/Elverta Community Water

District Water System. Such fee shall be paid prior to the installation of the connection as provided in the Rules and Regulations of the District.

2) Fee. Effective sixty (60) days from the date of the adoption of this resolution, the developer fees shall be as shown below:

<u>Meter Size</u>	<u>Developer Fee</u>
5/8"	\$1,845
3/4"	\$2,768
1"	\$4,613
1 1/2"	\$9,225
2"	\$14,760
3"	\$29,520
4"	\$46,125
6"	\$92,250
8"	\$147,600

Fees for meters larger than eight inches (8") shall be determined based upon capacity needs, shall be relative to the fees above, and shall be established in a developer agreement approved by the Board of Directors.

3) Use of Fee. The fee shall be solely used to pay (1) for the described public facilities to be constructed by the district, or (2) for reimbursing the District for the development's fair share of those capital improvements already constructed by the District.

4) Fee Review. Beginning in the year 2003, and each following year, as part of the budget process, the General Manager shall review the estimated cost of the described capital improvements, the continued need for those improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which this fee is charged. The General Manager shall report his findings to the Board of Directors at a noticed public hearing and recommend any adjustment to this fee or other action as may be needed.

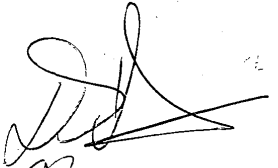
5) Judicial Action to Challenge this Resolution. Any judicial action or proceeding to attack, review, set aside, void or annul this resolution shall be brought within 120 days.

INTRODUCED AND ADOPTED on this 26th day of February, 2001 by
the following vote:

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

NOES: NONE

ABSENT: NONE


Jay O'Brien
President

ATTEST:


Secretary

REPEALED BY ORDINANCE 2003-02
ADOPTED DECEMBER 15, 2003

Rio Linda/Elverta Community Water District
Resolution No. 2001-03-02

March 26, 2001
Page 1 of 2

RESOLUTION NO. 2001-03-02

A RESOLUTION ESTABLISHING VARIOUS FEES
PURSUANT TO THE WATER SYSTEM REGULATIONS OF
THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District as follows:

1. Section 4.31.210 of the Water System Regulations of the Rio Linda/Elverta Community Water District is hereby amended to read as follows: (*italics indicates additions, strikethrough deletions*)

4.31.210 Service Charges. Except as otherwise provided herein, fees and charges for water service from and for other services and activities associated with the District Water System shall be as in Ordinance No. 1-10 attached hereto (a) as established in Resolution No. 2001-02-05, (b) as established in Resolution No. 2001-03-xx, and (c) as indicated in the Schedule A attached hereto.

2. All provisions of ordinances, resolutions, and the Water System Regulations of the Rio Linda/Elverta Community Water District in conflict herewith are hereby repealed. Where a specific fee or charge is provided for within said Water System Regulations in a manner that conflicts with Section 4.31.210 as adopted herein, the District Secretary shall revise said provision to read substantially "as provided pursuant to Section 4.31.210" or in a manner that accomplishes the intent of Section 4.31.210.

3. Should any portion of the fee structure established herein be found by a court of competent jurisdiction to be unconstitutional or otherwise invalid, the remaining fees shall continue in full force and effect.

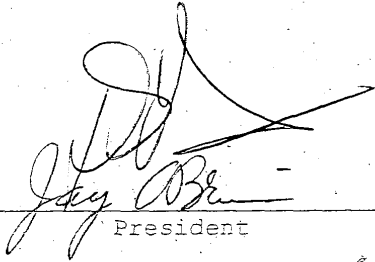
INTRODUCED AND ADOPTED on this 26th day of February, 2001 by the following vote:

AYES, in favor hereof: WICKHAM, CATER, GRIFFIN

~~NOES:~~ and O'BRIEN, BLANCHARD

NOES: None

ABSENT: NONE



President

ATTEST:



Secretary

Schedule A of Section 4.31.210

Regulation Section Reference	Type of Fee	Fee
4.07.012 (2.)	Service Connection Charge shall be as follows plus all Developer Fees and Outstanding Plan Check and inspection fees: Full Service Installation: 1" Service with 5/8x3/4" Meter Outside Roadway with main on Customer Side of Street 1" Service with 5/8x3/4" Meter Outside Roadway with Street Crossing Using Boring Machine 1" Service with 5/8x3/4" Meter working in the improved roadway Addition for 1" Meter Addition for 1 1/2" Meter Addition for 2" Meter Larger meter	\$1,920.00 \$2,420.00 \$3,665.00 \$75.00 \$335.00 \$580.00 Hourly Charge plus materials
4.07.030	Fully Mechanical Meter Installation where meter set in place: 5/8"x3/4" Meter 1" meter 1 1/2" meter Larger meter	\$105.00 \$180.00 \$340.00 Hourly Charge plus materials
4.07.030	Plan Check and Inspection Fees	Hourly Charge
4.07.710	Initial Fee for Service Application - Existing Connection Initial Fee for Service Application - New Service Required	\$30.00 \$75.00
4.07.810	Termination/Reconnection by District Alter hours charge Removal of Meter Including Reinstall	\$60.00 \$30.00 \$85.00
4.07.830	Tampering Penalty	\$25.00 for first incident within 5 years. \$100.00 for each such incident thereafter
4.07.840	Customer Requested Temporary Turnoff Turn back on After hours charge	\$30.00 \$30.00 \$30.00
4.09.230	Cross-Connection Control Program Charge	\$8.30 bimonthly
4.14.250 B. 3.	Third Violation Conservation Penalty within 24 months	\$95.00
4.14.250 B. 4.	Termination/Reconnection by District for Conservation Violation	\$60.00
4.31.220 A. 3.	Service Deposit	\$100.00
4.31.280	Late Charge	\$5.00
4.31.285	48-hour notice charge Service Termination/Reconnection	\$15.00 \$40.00
4.31.290	Lien Charge	\$50.00
4.31.295	Returned Check Charge Turnoff Notice for Returned Check or Other Failure to Pay Other Than Per 4.31.285 Referral to Collection Agency Removal of Meter Including Reinstall	\$15.00 \$30.00 50% of balance \$85.00

Hourly charges as provided herein shall be as established by the General Manager based upon the cost of providing personnel and equipment, including a 25% overhead charge on total labor costs.

RESOLUTION NO. 2001-03-03

A RESOLUTION AUTHORIZING AND DIRECTING THE
PRESIDENT TO EXECUTE A RETIREMENT AGREEMENT WITH
MICHAEL L. PHELAN

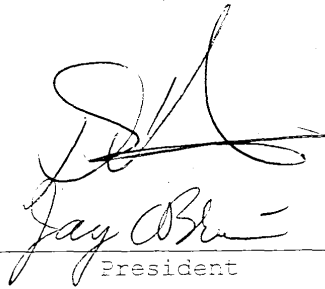
BE IT RESOLVED by the Board of Directors of the Rio
Linda/Elverta Community Water District that the President is
hereby authorized and directed to execute on behalf of the
District the Retirement Agreement with Michael L. Phelan as
attached hereto.

INTRODUCED AND ADOPTED on this 26th day of March, 2001, by
the following vote:

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

NOES: NONE

ABSENT: NONE



Jay Br...
President

ATTEST:



Secretary

1 **RETIREMENT AGREEMENT**

2 This Agreement shall be effective on the 26th day of March,
3 2001 by and between RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
4 ("Employer" or "District") and MICHAEL L. PHELAN ("Employee" or
5 "Retiree");

6 **WHEREAS**, District has continuously employed Employee as
7 General Manager since the 23rd Day of October 1995; and

8 **WHEREAS**, said employment is covered by an Employment Agreement
9 dated the April 26, 1998, attached hereto as amended by subsequent
10 agreements; and

11 **WHEREAS**, Employee on December 18, 2000, notified the Board of
12 Directors ("Board") of District of his intent to retire pursuant to
13 the California Public Employees Retirement System ("CalPERS"); and

14 **WHEREAS**, Board wishes to implement a smooth transition in the
15 change in General Managers by retaining services of Employee
16 because of the Employee's unique knowledge and skills while
17 assuring Employee that his retirement benefits will not be reduced;

18 **NOW, THEREFORE, EMPLOYER AND EMPLOYEE AGREE AS FOLLOWS:**

19 1. Employee will exercise his right to retire under the
20 California Public Employees Retirement System (CalPERS) effective
21 May 1, 2001. Subsequent to April 30, 2001, Retiree shall be
22 employed as provided in this agreement as a Retired Annuitant
23 pursuant to CalPERS regulations with the following understanding:

- 24 a. Subsequent to the effective date of this agreement,
25 neither party will act in a manner that would reduce the
26 benefits available to Retiree pursuant to existing

1 CalPERS-administered agreements with the District.

2 b. Subsequent to the effective date of this agreement,
3 neither party will act in a manner that would reduce the
4 benefits available to Retiree, nor impair Retiree's COBRA
5 rights, pursuant to existing agreements between the
6 Association of California Water Agencies and the
7 District.

8 c. Retiree may not work for Employer in excess of 960 hours
9 during any twelve-month period after April 30, 2001.

10 2. During the entire month of May 2001, District and Retiree
11 agree that Retiree shall continue in the employ of the District
12 pursuant to the terms of this agreement and the Employment
13 Agreement attached hereto, except that the District shall make no
14 retirement contribution to CalPERS on behalf of Retiree nor shall
15 any deduction be taken from Retiree's salary to be paid to CalPERS.

16 3. On May 31, 2001, in addition to salary due on that date,
17 Retiree shall receive payment in full for all unused accumulated
18 vacation and administrative leave, plus payment for any other leave
19 permitted pursuant to the Policy Manual of the District.

20 4. After May 31, 2001 Retiree shall continue to be employed
21 part-time, working such hours as mutually agreeable to both parties
22 hereto. Retiree shall be paid wages of seventy five dollars
23 (\$75.00) per hour for time worked including travel time. Work
24 performed away from Retiree's home office in Mendocino County shall
25 be considered to include travel pursuant to Section 2.20.410 of the
26 Policy Manual of the District. Retiree shall be reimbursed other

1 expenses incurred on behalf of Employer.

2 5. Subsequent to the effective date of this agreement, Retiree
3 shall continue to hold the position of General Manager until such
4 time as a new General Manager assumes office. Thereafter, Retiree
5 shall hold the position of Special Projects Manager under the
6 direction of the new General Manager.

7 6. This Agreement shall be construed in accordance with
8 California laws. If any provisions of this Agreement is held by a
9 court of competent jurisdiction to be invalid, void, or
10 unenforceable, the remaining provisions shall be continued in full
11 force and effect without being impaired or invalidated in any way.

12 7. No amendment or variation of the terms of this Agreement
13 shall be valid unless made in writing and signed by the Retiree and
14 a duly authorized representative of Employer other than Retiree. A
15 waiver to any term or condition of this agreement shall not be
16 construed as a general waiver by either party, and each party shall
17 be free to reinstate such term or condition with or without notice
18 to the other party.

19 8. All the terms, covenants and conditions herein imposed
20 shall be binding upon, and inure to the benefit of, the successors
21 and assigns of the parties hereto.


22 9. Any notices to be given by either party to the other may be
23 effected by personal delivery in writing or by mail, registered or
24 certified, postage pre-paid with return receipt requested. Notices
25 delivered personally shall be deemed communicated as of the date of
26 actual receipt; mailed notices shall be deemed communicated as of


1 four (4) days after the date in which they are mailed.

2 10. Except as otherwise provided herein, on its effective date
3 this Agreement supersedes any and all other agreements, either oral
4 or in writing, between the parties with respect to the employment
5 of Retiree by Employer and contains all the covenants and
6 agreements between the parties with respect to that employment.
7 Each party to this Agreement acknowledges that no representations,
8 inducements, promises or agreements, orally or otherwise, other
9 than those set forth herein have been made by either party or
10 anyone acting on behalf of any party and that no other agreement,
11 statement or promise not contained in this Agreement shall be valid
12 or binding. Any modifications to this Agreement will be effective
13 only if it is in writing signed by the parties hereto.

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

16
17 FOR RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

18
19 BY:  _____, President DATE: March 26, 2001

20
21
22  _____, Employee DATE: March 26, 2001

EMPLOYMENT AGREEMENT

GENERAL MANAGER AND SECRETARY TO BOARD

This Agreement shall be effective on the 26th day of April, 1998 by and between RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT ("Employer" or "District") and MICHAEL L. PHELAN ("Employee" or "Manager");

WHEREAS, Employer desires to continue the services of Employee as General Manager/Secretary to the Board of Directors of Rio Linda/Elverta Community Water District ("Board") pursuant to Section 30540 or the Water Code of the State of California; and

WHEREAS, the Employee desires to continue employment as General Manager/Secretary to the Board pursuant to said terms and conditions provided herein;

NOW, THEREFORE, EMPLOYER AND EMPLOYEE AGREE AS FOLLOWS:

1. Employment Relation. Employer hereby engages Employee and Employee hereby agrees to become employed by employer as General Manager/Secretary to the Board to perform the functions and duties of General Manager and Secretary to the Board as prescribed by state law and Chapter 2.10 of the District Policy Manual. Employee agrees to devote his full time and energy to performing his duties and responsibilities assigned to him by Employer. Employee agrees to abide by all rules and policies of the Employer as they are adopted or changed from time to time; provided, however, that should such rules and policies conflict with the specific terms of this Agreement, this Agreement shall prevail.

2. Other Employment. Employee shall not be prohibited from

1 performing occasional teaching, writing and consulting services so
2 long as these other activities are not performed during normal
3 business hours of the Employer and do not interfere with Employee's
4 performance of his obligations under this Agreement.

5 **3. Term of Agreement.** This Agreement shall commence on the
6 date set forth above and shall continue continuously thereafter
7 until April 15, 2002. This Agreement shall automatically renew for
8 an additional period of two (2) years unless it is terminated by
9 either party providing written notice to the other party of such
10 party's desire to terminate the Agreement at least ninety (90) days
11 prior to the expiration of the then current term. Notwithstanding
12 these terms and provisions the Agreement may be terminated as
13 provided in Section 4 below. *(Amended by Resoution 99-04-01)*

14 **4. Termination of Agreement.**

15 A. Termination by Employee. Employee may terminate this
16 Agreement at any time during the term thereof by providing Employer
17 with three (3) months written advance notice of his intention to
18 terminate this Agreement. Should Employee provide his three (3)
19 months written notice, the District shall have the right to waive
20 all or a portion of the notice period and terminate the
21 relationship at an earlier date selected by it.

22 B. Termination by Employer. Employer may terminate this
23 Agreement without cause or reason at any time during the term of
24 this Agreement, or any extension thereof, upon election by the
25 Board and in such event Employer will pay to Employee all monies
26 due through the date of termination of the relationship, plus a

1 Lump sum cash payment equal to six (6) months net salary. The Board
2 will provide Employee twenty-four (24) hours advance notice of its
3 intention to vote on the question of termination of Employee's
4 services.

5 C. Good Cause Termination. Employer may terminate this
6 Agreement for good cause at any time during the term of this
7 Agreement, or any extension thereof, after the Board has provided
8 Employee seventy-two (72) hours advance notice of the Board's
9 intention to vote on the question of termination of Employee's
10 services. At the meeting of the Board at which the vote to
11 terminate Employee's services is considered, the Employee shall be
12 given the opportunity to respond before the Board either in public
13 or in closed session, at Employee's option.

4 D. Definition of Good Cause. For the purposes of this
15 Agreement, good cause is defined as follows: 1) committing any
16 felony crime or any crime involving moral turpitude; 2) immoral or
17 indecent conduct that adversely reflect upon the reputation of the
18 District; 3) repeatedly failing to comply with Employee's
19 obligations under this Agreement; 4) repeatedly failing to comply
20 with policies, standards and regulations of the District that are
21 lawfully adopted from time to time and are not in conflict with
22 this Agreement; 5) falsifying Employer records; 6) failure to carry
23 out a lawful direction of the Board; 7) repeated unauthorized use
24 of Employer equipment, time, materials or facilities; 8) unlawful
25 harassment and 9) inability to perform essential functions of the
6 position of General Manager/Secretary to the Board because of

1 sickness, accident, injury, mental incapacity or health for a
2 period of four (4) successive weeks beyond any use of accrued paid
3 leave for one-third (1/3) of the normal work days of the District
4 during a period of four (4) consecutive months.

5 F. Dissolution or Consolidation of District. Notwithstanding
6 any other provision herein, should the Employer or its successor
7 terminate this Agreement within six months previous to or
8 subsequent to dissolution or consolidation of the District,
9 Employee shall receive the maximum severance pay permitted pursuant
10 to Section 53260 of the Government Code.

11 **5. Annual Goal Setting, Performance Rule and Professional**
12 **Involvement.**

13 A. Annual Goal Setting. On or before March 31, 1996 and
14 annually thereafter, Board with the assistance of Employee, shall
15 define or reconfirm a mission statement for the District, and
16 establish related goals and performance objectives that it
17 determines necessary for the proper operation of the District and
18 in the attainment of Board's policy objectives. Board shall further
19 establish a relative priority among those various goals and
20 objectives. They shall generally be attainable(within the time
21 limitations as specified and the planned annual operative and
22 capital budgets

23 B. Performance Review. Board, including all members, will meet
24 with Manager for at least one (1) day each year in the month of
25 April to review the District's progress and problems in terms of
26 the effectiveness of the General Manager/Secretary and Board as a

1 team and to prepare a written review of Manager's performance. The
2 written review should reflect the consensus of the majority of the
3 Board members. In effecting the provisions of this paragraph, the
4 Board and Manager mutually agree to abide by the provisions of
5 applicable law.

6 C. Professional Affiliations. Subject to prior Board approval,
7 District agrees to pay the dues and subscriptions of Manager
8 necessary for his continuation and full participation in the
9 International City/County Management Association and such other
10 national, state, and local professional organizations desirable for
11 the good of the District.

12 D. Professional Meetings. Subject to prior Board approval,
13 which shall not be unreasonably withheld, District agrees to
14 provide time with pay for Manager's attendance at annual meetings
15 of aforementioned professional organizations and, subject to budget
16 limitations, to pay travel and subsistence expenses of Manager
17 while attending such professional meetings.

18 6. Hours of Work and Leave.

19 A. Hours of Work. It is recognized that the position of
20 General Manager/Secretary is a full-time executive position
21 requiring the exercise of independent judgment on the part of
22 Manager and requiring periods of extended work outside normal
23 office hours dealing with the business of the District for such
24 activities as Board meetings, committee meetings, community
25 functions, and operational emergencies. Manager in consultation
with the Board will be expected to establish regular working hours

1 during the District's office hours. The Manager may occasionally
2 take time off because of such extended work, as may be appropriate.
3 Both parties recognize that such time off cannot be hour-for-hour
4 because of the demands of the position.

5 B. Leave. (1) Employee shall accrue 5 hours of sick leave and
6 6.67 hours of vacation leave per pay period. Employee is expected
7 to use all earned vacation entitlement within one year of the time
8 it is earned. During each fiscal year and at his own discretion,
9 Manager may elect to receive at his normal rate of pay up to 87
10 hours of vacation pay in lieu of vacation time off. Manager is
11 expected to consult with the Board prior to any use of vacation
12 leave in excess of three (3) working days within two (2)
13 consecutive weeks. Manager shall be paid per current District
14 policy for unused accrued vacation and sick leave upon termination
15 of his appointment hereunder.

16 (2) In addition to the leave provided hereinabove, on April 1,
17 1998, and on April 1 of each year thereafter, the Employee shall be
18 granted eighty (80) hours of paid administrative leave which may be
19 used during the next twelve (12) months in the same manner and
20 fashion as vacation leave; provided, however, that administrative
21 leave remaining unused at the end of the twelve (12) months shall
22 expire and, further, no payment for unused administrative leave
23 shall be granted upon termination of employment.

24 **7. Vehicle and Moving Expenses.**

25 A. Vehicle. Manager's duties require that at all times during
26 his service with the District he shall have the use of a

1 radio-equipped vehicle. To that end, District at all times shall
2 provide Manager with exclusive use of a District owned vehicle at
3 no cost to Manager. Use of said vehicle shall be solely on District
4 business and at such other times while Manager, based upon his on
5 judgement, is available to respond to District emergencies. Manager
6 shall not permit operation of the vehicle by other than District
7 employees or officials.

8 B. Moving Expenses. District shall reimburse Manager one-half
9 (1/2) the cost of moving his household belongings from Willits,
10 California to a residence within thirty (30) minutes travel time of
11 the District, provided that such reimbursement shall not exceed
12 \$2,000. Employee will provide to Employer written receipts
13 reflecting the costs incurred by Employee in the moving his
14 residence.

15 **8. Compensation.**

16 A. Salary. District agrees to pay Manager for his services the
17 salary designated on the employee salary and wage plan as Range 53
18 Step 7, payable in installments at the same time as employees of
19 the District are paid. District may increase said salary and/or
20 other benefits of Manager in such amounts and to such extent as the
21 Board may determine that it is desirable to do so on the basis of
22 the performance review of said Manager as provided for in Section
23 5 hereinabove. *(Amended by Resolution 99-04-01)*

24 B. Group Insurance. Employee and his dependents shall be
25 entitled to participate in group insurance programs maintained by
the District according to the terms and conditions of participation

1 in such programs established from time-to-time for the other
2 employees of the District. At the current time the programs
3 provided to the District to its employees includes medical, dental,
4 vision, disability and life insurance. Notwithstanding any other
5 policy of the District, the District will pay the full cost of the
6 medical, vision and dental coverage for Employee and his eligible
7 family and the cost of disability and life insurance for Employee
8 only.

9 C. State Public Employees Retirement System. District shall
10 maintain its agreement with the State Public Managers Retirement
11 System (PERS). District shall pay all "employer" contributions for
12 PERS on behalf of Employee and a portion of the "employee"
13 contribution in the amount of four percent (4%) of gross salary.
14 Both parties acknowledge the obligation to make certain payments
15 for federal Social Security and Medicare. (*Amended by Resolution*
16 *00-12-01*)

17 **9. General Provisions.**

18 A. Bonds. District shall bear the full cost of any fidelity or
19 other bonds required of the Employer under any law or ordinance.
20 Employer shall furnish all information and take other steps
21 necessary to enable the District to obtain such bonds.

22 B. Applicable Law. This Agreement is drawn to be effective in
23 the State of California and shall be construed in accordance with
24 California laws.

25 C. Amendment or Waiver. No amendment or variation of the terms
26 of this Agreement, except compensation, shall be valid unless made

1 in writing and signed by the Employee and a duly authorized
2 representative of Employer other than Employee. A waiver any term
3 or condition of this agreement shall not be construed as a general
4 waiver by Employer, and Employer shall be free to reinstate such
5 term or condition with or without notice to Employee.

6 D. Severability. If any provisions of this Agreement is held
7 by a court of competent jurisdiction to be invalid, void, or
8 unenforceable, the remaining provisions shall be nonetheless
9 continued in full force and effect without being impaired or
10 invalidated in any way.

11 E. Notices. Any notices to be given by either party to the
12 other may be effected by personal delivery in writing or by mail,
13 registered or certified, postage pre-paid with return receipt
14 requested. Mail notices shall be addressed to the parties at the
15 address appearing next to their signature below, but each party may
16 change such address by written notice in accordance with this
17 section. Notices delivered personally shall be deemed communicated
18 as of the date of actual receipt; mailed notices shall be deemed
19 communicated as of two (2) days after the date in which they are
20 mailed.

21 F. Entire Agreement. This Agreement supersedes any and all
22 other agreements, either oral or in writing, between the parties
23 with respect to the employment of Employee by Employer and contains
24 all the covenants and agreements between the parties with respect
25 to that employment. Each party to this Agreement acknowledges that
no representations, inducements, promises or agreements, orally or

1 otherwise, other than those set forth herein have been made by
2 either party or anyone acting on behalf of any party and that no
3 other agreement, statement or promise not contained in this
4 Agreement shall be valid or binding. Any modifications to this
5 Agreement will be effective only if it is in writing signed by the
6 parties hereto.

7 IN WITNESS HEREOF this Agreement was executed on the date set
8 forth above.

9 RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

10
11 BY: _____ (Signed) _____, President

12
13 _____ (Signed) _____, Employee


14 (Approved by Resolution 1998-04-01)

1 other agreement, statement or promise not contained in this
2 Agreement shall be valid or binding. Any modifications to this
3 Agreement will be effective only if it is in writing signed by the
4 parties hereto.

5 IN WITNESS HEREOF this Agreement was executed on the date set
6 forth above.

7 RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

8
9 BY:  President

10
11 , Employee

12

11. General Managers Report

The General Manager updated the Board on management activities during the past month.

12. Consideration of Proposed Retirement Agreement with General Manager

The General Manager will be retiring May 1, 2001. A retirement agreement was proposed for continuation of the services of the current Manager until his replacement takes office. The Board considered the proposal and *Griffin moved to adopt RESOLUTION NO. 2001-03-03 AUTHORIZING AND DIRECTING THE PRESIDENT TO EXECUTE A RETIREMENT AGREEMENT WITH MICHAEL L. PHELAN. O'Brien seconded and was carried unanimously.*

13. Consideration of a Resolution Recognizing the Exemplary Service of Virginia Cahill as General Counsel

The Board considered recognizing the services of Virginia Cahill as General Counsel during the past five years and *O'Brien moved to adopt RESOLUTION NO. 2001-03-04. It was seconded by Griffin and carried unanimously.*

F. BOARD/COMMITTEE ACTIVITIES**14. SMWA/SNAGMA Meeting Reports**

O'Brien said they are meeting on this matter next Thursday, March 29, 2001.

15. American River Basin Master Plan Meeting Report

O'Brien stated: "They are going to try and see how to make the Basin pay for itself and for improvements, and is going to be rewritten for the lay person."

16. Regional Water Authority Report

It was determined that it had been discussed.

H. DIRECTOR'S COMMENTS

Matters on agenda were discussed.

I. PUBLIC COMMENT

RESOLUTION NO. 2001-03-06

A RESOLUTION AUTHORIZING AND DIRECTING THE
PRESIDENT TO EXECUTE A JOINT POWERS AGREEMENT
ESTABLISHING A REGIONAL WATER AUTHORITY

BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District that the President is hereby authorized and directed to execute on behalf of the District the Joint Powers Agreement Establishing A Regional Water Authority as attached hereto.

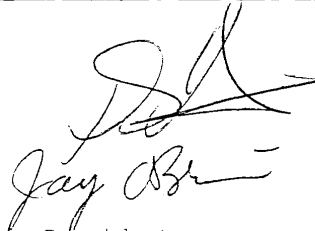
INTRODUCED AND ADOPTED on this 26th day of March, 2001, by the following vote:

AYES, in favor hereof:	Blanchard, Cater, Griffin, O'Brien Wickham
NOES:	None
ABSENT:	None

I, Michael L. Phelan, District Secretary of the Rio Linda/Elverta Community Water District, do hereby certify that the foregoing is a true and complete copy of Resolution Number 2001-03-06 adopted on March 26, 2001 by the Board of Directors of the District as contained in the official records of the District.

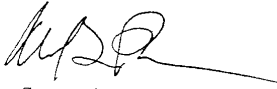
(Seal)

Michael L. Phelan, Secretary



President

ATTEST:



Secretary

I, Michael L. Phelan, District Secretary of the Rio Linda/Elverta Community Water District, do hereby certify that the foregoing is a true and complete copy of Resolution Number 2001-03-06 adopted on March 26, 2001 by the Board of Directors of the District as contained in the official records of the District.

(Seal)

Michael L. Phelan, Secretary

**JOINT EXERCISE OF POWERS AGREEMENT
REGIONAL WATER MANAGEMENT AUTHORITY**

DRAFT 2/526/01 (revises ~~12/13/00~~2/5/01 draft)

This Agreement is made and entered into as of this 1st day of April, 2001, by and between the parties to this Agreement (listed in Exhibit A).

INTRODUCTION

This Agreement forms the Regional Water Management Authority (the "Regional Authority") as the successor entity to Sacramento Metropolitan Water Authority ("SMWA"). The parties to this Agreement intend that the Regional Authority may, at some future time, provide the types of services that are currently being provided by other existing industry associations in the region, including, but not limited to, all or portions of the Sacramento Area Water Works Association ("SAWWA") and the Sacramento Metropolitan Area Regional Technology Group ("SMART"), and the American River Basin Cooperating Agencies ("ARBCA") subject to the approval of those entities and the Regional Authority.

Recitals

A. This Agreement supersedes that certain joint exercise of powers agreement, as amended, that was entered into as of March 20, 1990 (the "SMWA JPA") to form the SMWA. Upon the effective date of this Agreement, the Regional Authority shall assume the rights, and obligations of SMWA that are not set forth in Exhibit B.

B. The mission of the Regional Authority is to serve and represent the regional water supply interests, and to assist the Members of the Regional Authority in protecting and enhancing the reliability, availability and quality of water resources.

C. The goals of the Regional Authority are to:

1. Assist, where appropriate, in the voluntary consolidation of the service provided by existing industry/trade associations and water utility support groups within the Regional Authority.

2. Develop and provide subscription-based (i.e., that are paid for by participating Members) support services, projects and programs of mutual interest for Members,

3. Facilitate discussion of and action on matters of regional priority and interest.

4. Coordinate and implement regional water master planning and related planning efforts.

5. Provide a unified voice to advocate and respond to legislative, regulatory and policy matters of importance to the region's water supply.

D. The guiding principles of the Regional Authority shall be:

1. To operate without exercising governing or regulatory authority over Members.
2. To operate without competing with full-service water utilities for the development, treatment or delivery of water supplies.
3. To ensure that the positive traditions and essential functions of SMWA, and SAWWA, ARBCA and SMART (if the Regional Authority provides the same types of services that those associations currently provide) be continued.
4. To operate in a manner that allows each Member to retain its ability to make business and policy decisions.

E. The Members desire to meet their mutual goals effectively and efficiently through the formation of the Regional Authority.

AGREEMENT

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

GENERAL

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference.
2. Members. Each Member certifies and declares that it is a public agency (as defined in Government Code section 6500) or mutual water company (as defined in Government Code section 6525) that is authorized to be a party to this joint exercise of powers Agreement, and to contract with each other for the joint exercise of common powers in accordance with Article 1, Chapter 5, Division 7, Title 1 of the Government Code (the "JPA Act", commencing with section 6500).

DEFINITIONS

3. Definitions. When used in this Agreement, the following terms shall have the meanings set forth below:
 - a. "Agreement" means this Joint Exercise of Powers Agreement.
 - b. "Board of Directors" or "Board" means the governing body of the Regional Authority as established in this Agreement.
 - c. "Budget" means the approved budget applicable to the expenses of the Regional Authority.
 - d. "Contracting Entity" means an entity that enters into a written agreement with the Regional Authority to (1) contribute to the costs of the Regional Authority as specified in the agreement, and (2) be represented on the Board of Directors.

- e. "Director" means a member of the Board of Directors.
- f. "Fiscal Year" means an accounting period running from January 1 through December 31 of each year.
- g. "Member" means each entity that becomes a party to this Agreement.
- h. "Project Agreement" means an agreement between the Regional Authority and two or more of its Members or Contracting Entities, to provide for carrying out a project that is within the authorized purposes of the Regional Authority and sharing in the costs and benefits by the parties to the Project Agreement.
- i. "Regional Authority" means the joint powers authority formed pursuant to this Agreement.
- j. "SMWA" means the Sacramento Metropolitan Water Authority, a joint powers authority that was formed by a joint exercise of powers agreement, as amended, that was entered into as of March 20, 1990.
- k. "SMWA JPA" means the joint exercise of powers agreement that formed SMWA.

CREATION OF JOINT POWERS AUTHORITY; POWERS AND PURPOSES

- 4. **Regional Authority Created.** The Regional Authority is hereby created pursuant to the JPA Act and this Agreement. The Regional Authority shall be a public entity separate from its Members.
- 5. **Boundaries of the Regional Authority.** The boundaries of the Regional Authority shall be coextensive with those of the Members.
- 6. **Common Powers To Be Exercised.** In fulfillment of the stated mission and goals, the Regional Authority shall exercise the foregoing common powers and such additional powers as may be authorized by law in the manner hereinafter set forth.
- 7. **Powers and Limitations:**
 - a. **Powers.** The Regional Authority shall have the power in its own name to do any of the following:
 - 1. Exercise jointly the common powers of its Members in studying, planning and implementing ways and means to provide reasonable and financially-feasible projects, programs and cooperative operations activities for Members.
 - 2. Develop and provide voluntary support services and programs by subscription, including but not limited to: educational and training programs, water conservation programs, public education and outreach programs, water quality protection and laboratory testing programs, technical review and analysis programs, multi-Member regional planning activities, and coordinate the planning, design, financing, debt management, construction and operation of physical assets on

behalf of Members pursuant to the terms of this Agreement.

3. Make and enter into contracts necessary for the exercise of its powers.
4. Cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including, without limitation, investor-owned utilities), and persons, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Regional Authority.
5. Contract for consultant services and to employ such other persons or employees as it deems necessary.
6. Incur debts, liabilities and obligations, and enter into leases, installment sale and installment purchase contracts, subject to limitations herein set forth.
7. Apply for, accept, receive and administer state, federal or local grants, loans or other forms of aid or subvention from any agency of the United States of America, the State of California or other public or private entity compatible with the Regional Authority's full exercise of its powers.
8. Obtain any governmental authorizations or approvals required for the administration of the Regional Authority
9. Sue and be sued in its own name.
10. Acquire and dispose of real and personal property.
11. Perform all acts necessary or proper to carry out fully the purposes of this Agreement.
12. To the extent not specifically provided for herein, to exercise any powers in the manner and according to methods provided under the laws applicable to a Community Services District (Division 3 of Title 6 of the Government Code, commencing with section 61000).

b. **Limitations.** To ensure that the Regional Authority does not take a position on legislation, regulatory, land use planning issues or projects proposed by other entities (collectively referred to as "External Policy Issues"), the written consent of all Members (i.e., the unanimous consent of the entire membership, not just those present at a meeting, or a quorum of the membership) shall be required before the Regional Authority adopts formal positions on External Policy Issues.

BOARD OF DIRECTORS

8. Membership on the Board of Directors. The Board of Directors shall consist of the following representatives:

- a. Each Member shall appoint two representatives, who shall be either members of the

governing board, executive staff representatives or a combination thereof, either of whom may cast a single vote on behalf of their Member.

b. Each Contracting Entity shall appoint two representatives, who shall be either members of the governing board of the Contracting Entity, executive staff representatives, or a combination thereof, either of whom may cast a single vote on behalf of the Contracting Entity.

9. **Notification of Appointment to the Board of Directors.** A Member and a Contracting Entity shall notify the Regional Authority in writing from time to time of its designated representatives to the Board of Directors, including alternates who may act in the absence of a representative.

10. **Committees.**

a. **Executive Committee.** The Board shall create from its members an Executive Committee consisting of not more than nine members of the Board of Directors. The members of the Executive Committee shall serve at the pleasure of the Board of Directors. The Executive Committee shall have the decision-making authority delegated to it by the Board, and shall coordinate and monitor the activities of Regional Authority staff and consultants, review and approve routine business decisions, review and evaluate Regional Authority work products, and serve as a sounding board for detailed ideas and issues on behalf of the Board of Directors. Executive Committee meetings will be open to the public, noticed and conducted in accordance with applicable law.

b. **Ad hoc and Standing Committees.** From time to time, specific issues may arise that may require, in the view of the Chairman of the Board, specialized or detailed efforts outside the routine activities of the Board of Directors meetings or Executive Committee meetings. At such times, the Board Chairman may establish an ad hoc or standing committee to address those issues, appoint representatives to that committee and provide that committee with a specific mission or charter. Such committees shall meet as necessary at locations and times determined by their membership.

11. **Principal Office.** The Board of Directors shall establish the principal office of the Regional Authority. The Board is hereby granted full power and authority to change its principal office from one location to another within the boundaries of the Regional Authority. Any change shall be noted by the Secretary, but shall not be considered an amendment to this Agreement.

12. **Meetings.** The Board shall generally meet at the Regional Authority's principal office or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. A copy of such resolution shall be furnished to each Member and Contracting Entity. All meetings shall be called and held in the manner as provided in Chapter 9, Division 2, Title 5 of the Government Code of the State of California (the "Brown Act," commencing at Section 54950).

13. **Quorum/Board Action.** A majority of all of ~~(a)~~ the Board shall constitute (a) a quorum for the purposes of transacting the Regional Authority's business, and (b) be required for the Board to take action, except where different voting requirements are provided for in this Agreement.

14. Powers and Limitations. All the power and authority of the Regional Authority will be exercised by the Board, subject however, to the rights reserved by the Members as herein set forth, provided, that the Board may delegate its powers and authority to the Executive Committee or the Executive Director.

15. New Members. The Board shall have authority, upon the approval of two-thirds of the members of the Board (not just two-thirds of the members present at a meeting of the Board), to (a) approve new Members to the Regional Authority, and (b) to remove a Member, in which case the Board may amend Exhibit A to this Agreement for that those purposes.

16. Minutes. The Secretary of the Regional Authority shall cause to be kept minutes of all meetings of the Board and the Executive Committee. A copy of the approved minutes shall be forwarded to each Member and Contracting Entity.

17. Rules of Procedure. The Board will adopt Rules of Procedure within twelve months of the formation of the Regional Authority. The rules of procedure shall supplement but not be in conflict with this Agreement, and may contain policies and procedures for the efficient operation of the Regional Authority. In the event of conflict between this Agreement and other rules or procedures, the provisions of this Agreement shall govern.

18. Officers. A Board Chairman, and Vice-Chairman shall be elected from the membership of the Board, and shall hold office for a period of one year commencing on or about January 1 of each fiscal year, provided however, that the first Chairman and Vice-Chairman shall hold office from the date of their appointment to December 31 of the ensuing fiscal year, or until their successors take office, whichever is later.

The Board shall appoint a Secretary upon recommendation of the Executive Director. The Secretary shall be responsible for keeping the minutes of all meetings of the Board and the Executive Committee, and all other official records of the Regional Authority.

The Board shall appoint a Treasurer of the Regional Authority, upon recommendation of the Executive Director, from among the treasurers of the Members, who shall be the depositary of funds and shall have custody of all money of the Regional Authority, from whatever source. The Treasurer shall perform the duties specified in Government Code Section 6505.5, shall draw all warrants and pay demands against the Regional Authority approved by the Board.

In addition, the Board shall have the power to appoint such additional officers, as it deems necessary.

The public officer or officers or persons who have charge of any funds or securities of the Regional Authority shall be bonded and the amount of their bond shall be designated by the Board. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents or employees

appointed by the Board shall be deemed by reason of their employment by the Board to be employed by any of the Members or by reason of their employment by the Board to be subject to any of the requirements of such Members.

EXECUTIVE DIRECTOR

19. **Executive Director.** The Executive Director of the Regional Authority shall be the chief administrative officer of the Regional Authority, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Regional Authority pursuant to the provisions of this Agreement, or of any resolution or order of the Board. In addition to other powers and duties herein provided, the Executive Director shall have the power:

a. Under direction of the Executive Committee, to plan, organize and direct all Regional Authority activities;

b. To appoint and to remove all Regional Authority employees, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law or by this Agreement;

c. To authorize expenditures within the designations and limitations of the approved Budget; and

d. To make recommendations to and requests of the Board of Directors, or Executive Committee, concerning all of the matters and things which are to be performed, done or carried out by the Regional Authority.

PLANNING AND PROGRAMS

20. **Planning Activities.** In keeping with the purpose of this Agreement, the Members hereby authorize and direct the Regional Authority to undertake and/or participate in such studies and planning as necessary to provide for the purposes set forth in the recitals hereto.

PROJECTS

21. **Projects.** The Regional Authority's projects are intended to facilitate and coordinate the development, design, rehabilitation, acquisition, construction or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water related facilities in its own name.

22. **Project or Program Agreement.** Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into an agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the

If no such sale is consummated, the Regional Authority shall offer such property, rights and interests for sale to any governmental agency, or other entity for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members and/or Contracting Entities (consistent with the terms of their agreements with the Regional Authority) in proportion to the contributions made. If no such sale is consummated, then the property, rights and interests of the Regional Authority shall be allocated to the Members and/or Contracting Entities in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by the Members and Contracting Entities.

35. Withdrawal.

a. A Member may unilaterally withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' written notice to the Regional Authority, provided that the withdrawing Member shall remain responsible for an indebtedness incurred by the Member under any Project Agreement to which the Member is a party, and further provided that the withdrawing Member pays or agrees to pay its share of debts, liabilities and obligations of the Regional Authority incurred by the Member under this Agreement prior to the effective date of such withdrawal. A Contracting Entity may withdraw under the terms and conditions of its agreement with the Regional Authority.

b. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Regional Authority, the Member cannot sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Regional Authority. The Regional Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member.

c. No refund or repayment of the initial commitment of funds (as determined by the Board of Directors) shall be made to a Member ceasing to be a Member to this Agreement whether pursuant to this Section or any other Section of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, or other agreement of the Regional Authority and withdrawing Member.

d. A Member may be involuntarily removed as a Member by two-thirds vote of the Board of Directors in the manner provided for in Article 15.

36. Amendments. This Agreement may be amended from time to time by unanimous vote of the Members, except that, Exhibit A may be amended to add a new member by vote of the Board of Directors.

37. Assignment: Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Regional Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto. The agreement between a Contracting Entity and the Regional Authority shall set forth provisions concerning assignment of the rights under that agreement.

38. Notice. Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery.

39. Counterparts. This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

40. Choice of Law. This Agreement shall be governed by the laws of the State of California.

41. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby.

The foregoing is hereby agreed to by the Members.

RESOLUTION NO. 2001-04-01

A RESOLUTION ADDING SECTIONS 4.31.030, 4.31.214, AND
4.31.217 TO THE POLICY MANUAL PROVIDING FOR
CONSERVATION POLICY, WATER BUDGETS, AND FOR LEAK
CONSIDERATION

WHEREAS, the Rio Linda/Elverta Community Water District is a signatory to the Sacramento Area Water Forum Agreement which provides for implementation of Best Management Practices regarding water; and,

WHEREAS, the District is a member of the California Urban Water Conservation Council which establishes Best Management Practices for purveyors of municipal and industrial water;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District that Sections 4.31.030, 4.31.214 and 4.31.217 are hereby added to the Rio Linda/Elverta Community Water District Policy Manual to read as follows :

4.31.030 Conservation Policy. Section 2 of Article 10 of the Constitution of the State of California specifically provides in part as follows:

It is hereby declared that because of the conditions prevailing in this State the general welfare requires that the water resources of the State be put to beneficial use to the fullest extent of which they are capable, and that the waste or unreasonable use or unreasonable method of use of water be prevented, and that the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and for the public welfare.

The District has established a conservation program within Chapter 4.14 herein in order to reduce the waste of water. The water service rates established herein and the policies related thereto are declared to be a furtherance of that objective. These water service rate policies shall be deemed to be implemented in conformance with: (A) the California Urban Water Conservation Council's Best Management Practices 11, 5, and 9; (B) the intent of the Water Conservation in Landscaping Act (Government Code §65591 et seq.) and the Model Water Landscape Ordinance developed pursuant thereto (Sections 490 through 495 of Chapter 2.7 of Division 2 of Title 23 of the California Code of Regulations); and (C) the terms of the Sacramento Area Water Forum Agreement.

4.31.214 Water Budget Implementation. A. The rates established in Section 4.31.210 hereinabove are intended to create an economic incentive to achieve the Constitutional objective of preventing water waste. It is recognized that those rates when applied uniformly to all consumers in a class may inadvertently impair achievement of the co-equal Constitutional objective of putting water resources "to beneficial use to the fullest extent." Water in larger volumes may reasonably be used (1) for irrigation purposes by persons engaged in educational or organized recreational activities, by persons engaged in agricultural activities, or by persons in a manner which improve the aesthetic value of property, or (2) for other purposes by persons engaged in economic enterprises. In such cases, the economic impacts of the rate structure are counter-productive to the objectives of the Constitution and such impacts may be mitigated pursuant to "B." hereinbelow.

B. Notwithstanding Section 4.31.210 hereinabove, a consumer may request and the District may provide a water budget agreement prepared in a manner consistent with the standards referenced in Section 4.31.030 hereinabove. The consumer shall continue to be subject to the five-tiered usage rate structure provided in Section 4.31.030 appropriate for the meter size, except that the third tier rate shall be applied beginning as provided in Section 4.31.030 through the maximum allowed by the water budget and tier five applying to all water use in excess of the water budget. Any proposed water budget agreement developed pursuant hereto shall be approved by resolution of the Board prior to implementing said agreement and may be revoked by the Board should the consumer regularly use water in excess of said budget. Approval shall be based upon an evaluation of the beneficial use involved, the efficiency of methods of use of the water, and the consumer's adherence to best management practices.

C. Notwithstanding all other provisions of this Title, the Board may repeal this Section at any time.

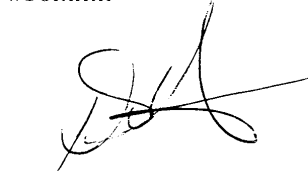
4.31.217 Reduction Due to Accidental Loss. Notwithstanding any other provision herein, the General Manager may reduce the use charges on a water bill by fifty percent (50%) when the following circumstances exist: (A) the consumer's usage on the bill exceeds any other previous usage by a factor of two (2); (B) evidence of the accidental nature of the usage is presented (i.e. a leak, a fire, etc.); and (C) evidence that the cause of the excessive usage has been corrected. No reduction may be granted by the General Manager when a consumer has received a previous reduction within a five (5) year period.

INTRODUCED AND ADOPTED on this 16th day of April, 2001,
by the following vote:

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

NOES: NONE

ABSENT: NONE



President

ATTEST:



Secretary

RESOLUTION NO. 2001-04-02

A RESOLUTION ADDING PARAGRAPH A.5. TO SECTION
4.14.250 PROVIDING FOR RESTRICTIONS ON WATER
USE DURING PERIODS OF ROLLING BLACKOUTS

WHEREAS, an emergency has been declared in California regarding the availability of electricity; and

WHEREAS, the District's water system depends upon wells powered by electric motors; and

WHEREAS, the District has been advised that numerous rolling blackouts can be anticipated during the remainder of the year;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District that Paragraph A.5. is hereby added to Section 4.14.250 to read as follows:

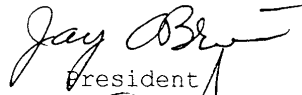
5. Use of water during periods of rolling blackouts within California shall be limited to human consumption, sanitation purposes, and other essential services; irrigation and other outdoor water use during days when rolling blackouts are announced shall be limited to the hours of 11 p.m. to 10 a.m.

INTRODUCED AND ADOPTED on this 16th day of April, 2001, by the following vote:

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

NOES: NONE

ABSENT: NONE


President



ATTEST:


Secretary

REPEALED BY ORDINANCE 2003-02
ADOPTED DECEMBER 15, 2003

Rio Linda/Elverta Community Water District
Resolution No. 2001-06-01

June 18, 2001
Page 1 of 1

RESOLUTION NO. 2001-06-01

A RESOLUTION ADDING SECTION 4.31.212 TO THE
POLICY MANUAL OF THE DISTRICT PERMITTING LARGE
PARCELS SERVED BY 5/8" METERS TO BE BILLED AS
IF SERVED BY A 3/4" METER

BE IT RESOLVED by the Board of Directors of the Rio
Linda/Elverta Community Water District that Section 4.31.212 is
hereby added to the Policy Manual as follows:

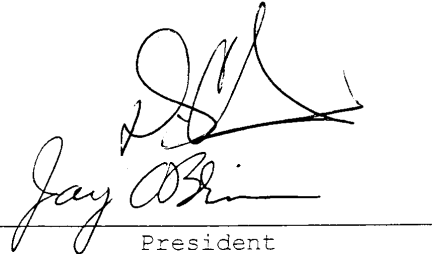
**4.31.212 3/4" Meter Billing Schedule for Large
Parcels.** Where it can be determined that a parcel used
for a single family residence is larger than one acre and
that the parcel is served through a 5/8" meter, upon
request of the consumer the billing pursuant to 4.31.210
A. hereinabove shall be based upon the schedule for a
3/4" meter.

INTRODUCED AND ADOPTED on this 18th day of June, 2001, by the
following vote:

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

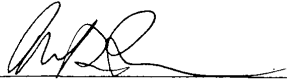
NOES: NONE

ABSENT: NONE



President

ATTEST:

A handwritten signature in black ink, appearing to be 'A. R.', written over a horizontal line.

Secretary

REPEALED BY ORDINANCE 2003-02
ADOPTED DECEMBER 15, 2003

Rio Linda/Elverta Community Water District
Resolution No. 2001-07-01

July 16, 2001
Page 1 of 2

RESOLUTION NO. 2001-07-01

A RESOLUTION AMENDING RESOLUTION NO. 2001-03-01 BY MODIFYING ITS EFFECTIVE DATE

WHEREAS, Resolution No. 2001-03-01 adopted a water rate structure to be implemented with the billing cycle ending May 31, 2001; and

WHEREAS, computer problems prevented implementation of the rate structure for that billing cycle; and

WHEREAS, a Rate Committee has been created to advise the Board on a rate structure change;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District that the following is hereby added to Resolution No. 2001-03-01:

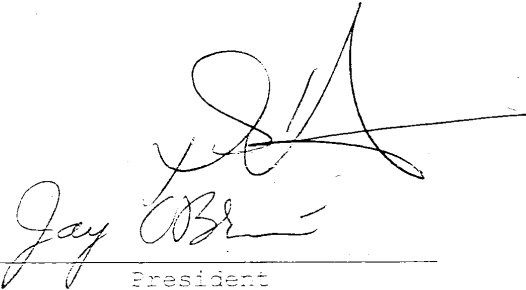
"BE IT FURTHER RESOLVED that the effective date of this resolution shall be (June, August, or October) 1, 2001."

INTRODUCED AND ADOPTED on this 16th day of July, 2001, by the following vote:

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

NOES: CATER, BLANCHARD

ABSENT: NONE



President

ATTEST:

A handwritten signature in black ink, appearing to be 'A. D. R.', written over a horizontal line.

Secretary

**REPEALED BY ORDINANCE 2003-02
ADOPTED DECEMBER 15, 2003**

RESOLUTION NO. 2001-10-1

A RESOLUTION REVISING FEES AND CHARGES FOR WATER SERVICE

BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District Subsection A of Section 4.31.220 of the Rules and Regulations of the District is hereby repealed and replaced to read as follows:

4.31.210 **Service Charges.** A. Water Service. Fees for water service from the District Water System shall be as indicated below based upon meter size serving the premises:

<u>Meter Size</u>	<u>Bimonthly Service Charge</u>
5/8"	\$13.79
3/4"	\$17.64
1"	\$21.49
1 1/2"	\$44.57
2"	\$67.64
3"	\$121.50
4"	\$198.43

plus usage charges per 100 cubic feet or portion thereof as follows

Usage/Meter Size

cubic feet used 5/8"	0-2,000	2,001-12,000	12,001+
	\$0.43	\$0.54	\$0.68
cubic feet used 3/4" to 1 1/2"	0-4,500	4,501-34,500	34,501+
	\$0.43	\$0.54	\$0.68
cubic feet used larger than 1 1/2"	0-42,500	42,501-220,000	220,001+
	\$0.43	\$0.54	\$0.68

The additional bimonthly charge for each living or business quarters utilizing the same meter shall be \$13.79 except that the first such quarters shall not be charged.

The bimonthly service charge for standby fire protection services shall be \$6.75 per inch diameter of the service pipe.

AND BE IT FURTHER RESOLVED that Section 4.31.212 of the Rules and Regulations of the District is hereby repealed;

AND BE IT FURTHER RESOLVED that Paragraph B of Section 4.31.214 is hereby amended to read as follows: (additions are indicated by *italics*, deletions by ~~strikethrough~~)

RESOLUTION NO. 2001-10-1

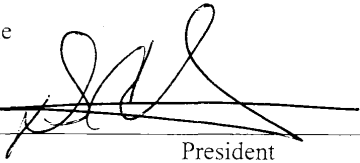
B. Notwithstanding Section 4.31.210 hereinabove, a consumer may request and the District may provide a water budget agreement prepared in a manner consistent with the standards referenced in Section 4.31.030 hereinabove. The consumer shall continue to be subject to the ~~five~~ three-tiered usage rate structure provided in Section 4.31.030 appropriate for the meter size, except that the ~~third first~~ tier rate shall be applied beginning as provided in Section 4.31.030 through the maximum allowed by the water budget and tier ~~five~~ three applying to all water use in excess of the water budget. Any proposed water budget agreement developed pursuant hereto shall be approved by resolution of the Board prior to implementing said agreement and may be revoked by the Board should the consumer regularly use water in excess of said budget. Approval shall be based upon an evaluation of the beneficial use involved, the efficiency of methods of use of the water, and the consumer's adherence to best management practices.

INTRODUCED AND ADOPTED on the 15th day of October, 2001, by the following vote:

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

NOES: None

ABSENT: None



President