RESOLUTION NO. 1-57

RESOLVED that that certain Deed and Bill of Sale from EMORY L. SCHUTT and VIOLA SCHUTT, his wife, and JEROME W. SCHUTT and MARGARET L. SCHUTT, his wife, hereinafter referred to as Grantors, to Rio Linda County Water District, dated January 22, 1957, covering the following:

All sewer and water mains, pipes and all appurtenances appertaining thereto located on and in all that certain real property situate in the County of Sacramento, State of California, as shown on the "Plat of Rosalind Gardens", recorded in the office of the County Recorder of Sacramento County, July 2, 1956, Book 44 of Maps, Map No. 34, that portion covered in Phase One, be and the same is hereby accepted.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE RIO LINDA COUNTY WATER DISTRICT this 13th day of February 1957, by the following vote:

	AYES DIRECTORS: James I Gragge PD114_
_	Mochafun,) Me Ein, C. F. 12 withers
	NOES DIRECTORS:
*	*
	ABSENT DIRECTORS:
	President of the Board of Directors of Rio Linda County Water District.
	O of whom profited.

ATTEST;

Harry H. Wegner Secretary-Manager.

RESOLUTION NO. 6 -57

WHEREAS, certain maintenance and operations funds appropriated in the Rio Linda County Water District sewer budget for the fiscal year ending June 30, 1957, will not be needed, and;

WHEREAS, such excess should be transferred to the sewer unappropriated reserve of said Rio Linda County Water District.

NOW, THEREFORE, 3E IT RESOLVED by the Board of Directors of the Rio Linda County Water District that the sum of TWO THOUSAND AND THIRTY-TWO DOLLARS AND FORTY-THREE CENTS (\$2,032.43) is hereby transferred from the 1956-1957 Sewer Maintenance and Operations Fund to the sewer unappropriated reserve.

BE IT FURTHER RESOLVED that the sum of TWO THOUSAND AND THIRTY-TWO DOLLARS AND FORTY-THREE CENTS (\$2,032.43) be transferred from the sewer unappropriated reserve to the 1956-1957 Sewer Budget for Maintenance and Operations, a necessary expenditure not anticipated upon adoption of the current budget.

PASSED AND ADOPTED this 12th day of $June_r$ 1957, by the following vote:

AYES: Mr. Griggs Mr. Eia Mr. Brothers Mr. Norbryhn

NOES: None

ABSENT: Mr. Ellsworth

President of the Board of Directors of Rio Linda County Water District of Sacramento County, California

ATTEST:

Secretary Manager of the Board of Directors of Rio Linda County Water District of Sacramento

Water District of Sacrame County, California

RESOLUTION NO. 7/ -57

WHEREAS, certain maintenance and operations funds appropriated in the Rio Linda County Water District water budget for the fiscal year ending June 30, 1957, will not be needed, and;

WHEREAS, such excess should be transferred to the water unappropriated reserve of said Rio Linda County Water District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rie Linda County Water District that the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) is hereby transferred from the 1955-1957 Water Maintenance and Operations Fund to the water unappropriated reserve.

BE IT FURTHER RESOLVED that the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) be transferred from the water unappropriated reserve to the 1956-1957 Water Budget for Capital Outlay, a necessary expenditure not anticipated upon adoption of the current budget.

PASSED AND ADOPTED this 12th day of June, 1957, by the following vote:

AYES: Mr. Griggs, Mr. Eia, Mr. Brothers, Mr. Norbryhn.

NOES: None

ABSENT: Mr. Ellsworth

President of the Board of Directors of Rio Linda County Water District of Sacramento County, California

ATTEST:

Secretary-Manager of the Board of Directors of Rio Linda County Water District of Sacramento County, California

RESOLUTION NO. 8-57

WHEREAS, certain maintenance and operations funds appropriated in the Rio Linda County Water District sewer budget for the fiscal year ending June 30, 1957, will not be needed, and;

WHEREAS, such excess should be transferred to the sewer unappropriated reserve of said Rio Linda County Water District,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS of the Rio Linda County Water District that the sum of ONE HUNDRED SIXTY TWO DOLLARS AND THIRTY ONE CENTS (\$162.31) is hereby transferred from the 1956-1957 Sewer Maintenance and Operations Fund to the sewer unappropriated reserve.

BE IT FURTHER RESOLVED that the sum of ONE HUNDRED SIXTY TWO DOLLARS AND THIRTY ONE CENTS (162.31) be transferred from the sewer unappropriated reserve to the 1956-1957 Sewer Budget for Maintenance and Operations, a necessary expenditure not anticipated upon adoption of the current budget.

PASSED AND ADOPTED this 10th day of July, 1957, by the following vote:

AYES:

Mr. Griggs, Mr. Eia, Mr. Norbryhn.

NOES:

None

ABSENT:

Mr. Ellsworth, Mr. Brothers.

President of the Board of Directors of Rio Linda County Water District of Sacramento County, California.

ATTEST:

Secretary Manager of the Board of Directors of Rio Linda County Water District of Sacramento

County, California.

RESOLUTION NO 9-57

WHEREAS, certain water contracts and their resolutions have in fact become obsolete due to the fact that the Contractors have since had their property annexed to the Rio Linda County Water District and are now a part of that District through the enactment of various ordinances; and,

WHEREAS, said resolutions and contracts are no longer in effect, namely: Thelma P. Grundhoefer, Resolution No 7-52; Mason Adams, Resolution No 4-51; Chesney E. Brown, Resolution No 4-54 all covered by Ordinance No 10 and Elsa Felter, Resolution No 6-51 covered by Ordinance No 12 and Theresa M. Squires, Resolution No 6-55; Earl D. Woodruff, Resolution No 41-55; Mrs Amy Hocking, Resolution No 16-54 all covered by Ordinance No 13 and James C. Bateman, Resolution No17-54; James W. Hutchins Resolution No 6-52 covered by Ordinance No 14, and should be cancelled:

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Rio Linda County Water District the aforesaid Water Contracts and their Resolutions are hereby cancelled and the Secretary-Manager authorized to remove same from the active files.

PASSED AND ADOPTED this 14th day of August 1957, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Directors of Rio Linda County Water District of Sacramento County, California

ATTEST:

Secretary-Manager of the Board of Directors of Rio Linda County Water District of Sacramento County, California.

RESOLUTION NO. 10-57

WHEREAS, the County Treasurer of the County of Sacramento now has on deposit in the County Treasurer's Office of the County of Sacramento to the credit of The Rio Linda County Water District the sum of TEN THOUSAND DOLLARS (\$10,000.00) in the 1955 Sewer Revenue Bond Reserve Fund; and,

WHEREAS, of the said sum \$10,000.00 will not be used or required by the said District for purposes for which it was acquired for several months; and,

WHEREAS, it is the desire of the Board of Directors of said District to invest \$10,000.00 of said fund in United States of America Treasury Bills maturing in ninety-one days from the date of purchase.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of said District as follows;

- 1. The County Treasurer of the County of Sacramento is hereby authorized and requested to purchase at the offered price approximately \$10,000.00 worth of United States of America Treasury Bills through his agent at the first offering date by the Federal Reserve Bank.
- 2. The County Treasurer is further authorized and requested to have said United States of America Treasury Bills held for safe keeping in San Francisco, California, for the account of the District.
- 3. The County Auditor of Sacramento County, California, is hereby authorized and requested to do such things as may be necessary to effect the foregoing purposes and objects.

PASSED AND ADOPTED this 10th day of July, 1957, by the following vote:

AYES:

Mr. Griggs, Mr. Eia, Mr. Norbryhn.

NOES:

None

ABSENT:

Mr. Ellsworth, Mr. Brothers.

President of the Board of Directors of the Rio Linda County Water District Sacramento County, California.

ATTEST:

Manager/of the Board of Director's of the Rio Linda County Water District.

(To Accompany Application and Agreement)

"Public Agency", at an election or elections, voted in favor of the Public Agency making a formal application to the Board of Administration (as Board is defined in Section 22004 of the Government Code), for inclusion of the said eligible employees of said Public Agency in an agreement between the State and the Federal Security Administrator, the Secretary of the U. S. Department of Health, Education and Welfare, or either of them, or their successor in function, for the coverage of such eligible employees under the insurance system established by Title II of the Federal Social Security Act as amended, and as implemented by Statutes of the State of California, as amended; and

WHEREAS, the Public Agency desires to file such an application with the State and to enter into an agreement with the State containing terms and conditions whereby the State will take the necessary steps to extend to such eligible employees coverage under the said insurance system on behalf of the Public Agency; and

WHEREAS, a form of application and agreement between the State and the Public Agency containing the terms and conditions for the inclusion by the State of the said eligible employees under the coverage of said insurance system on behalf of the Public Agency has been submitted to this body for consideration and action;

NOW, THEREFORE, BE IT RESOLVED that the Public Agency execute the aforesaid application and agreement and submit the same to the said Board of Administration for acceptance on behalf of the State, and that the State be, and is hereby requested to include all said eligible employees of the Public Agency in an agreement between the State and the Federal Security Administrator, the Secretary of the U.S. Department of Health, Education and Welfare, or either of them, for the coverage of said employees under the insurance system established by Title II of the

Ret. OASI 33A Rev. 3 (7/55) Resolution (Other than Retirement System Members)

- 2 -		
Federal Social Security Act, as amended or as may hereinafter be amended; and		
BE IT FURTHER RESOLVED, that for the purpose of said application and		
agreement, THE SECRETARY-MANAGER , Harry H. Wagner , (Current Occupant of Position)		
P O Box 401 Rio Linda, Calif. , be, and he hereby is, designated as the (Address of Public Agency)		
Authorized Agent of the Public Agency and is hereby authorized and directed to		
execute said application and agreement, as submitted, on behalf of Public Agency		
and to forward the same to the State for acceptance and further action; and		
BE IT FURTHER RESOLVED, that said Authorized Agent is further authorized		
and directed as the representative of the Public Agency to conduct all negotiations,		
conclude all arrangements and sign all agreements and instruments which may be nec-		
essary to carry out the letter and intent of the aforesaid application and agreement		
and in conformity with all applicable Federal and State laws, rules and regulations.		
I <u>Harry H. Wagner</u> , <u>CMPTK</u> /Secretary of the <u>Board of Directors</u> Water District, Rio Linda County/, State of California, do hereby certify the foregoing to be a		
full, true and correct copy of the resolution adopted by the <u>Board of Directors</u> Water District of the <u>Rio Linda County/</u> at the regular/XYPEXIX meeting held on the <u>14th</u>		
day of August , 1957, as the same appears of record in my office.		
IN WITNESS WHEREOF, I have hereunto set my hand affixed the Seal of said		
District, at my office this 14. day of august, 1951.		
Color of the Manager		

SUPMIT IN DUPLICATE

OASI 33A Rev. 3 (7/55)

RETURN TO: OASI SECTION STATE EMPLOYEES* RETIREMENT SYSTEM 1320 K STREET SACRAMENTO 14. CALIFORNIA

APPLICATION AND AGREEMENT

For the purposes of this application and agreement, any reference made herein to any state or federal statute or statutes, or regulations, or part thereof, applies to all amendments thereto now, heretofore, or hereafter made.

For the purposes of this application and agreement, "Federal system" means the old age and survivors insurance system established by Title II of the Federal Social Security Act, "Federal agency" means the Secretary of Health, Education and Welfare, or the predecessor or successor in function to such officer, "Board" means the Board of Administration of the State Employees? Retirement System.

The RIO LINDA COUNTY WATER DISTRICT , a public (Official Name of Public Agency

agency as defined in Section 22009(a) of the Government Code added by Chapter 1441 Statutes of 1955 hereinafter called Applicant, in accordance with a duly adopted resolution or ordinance of its legislative or governing body, a certified copy of which is attached hereto and incorporated by reference herein, hereby makes application to the Board, hereinafter called State, to include all services performed by each of the eligible employees of applicant for whom coverage is requested herein within the coverage of the federal system in conformity with Section 218 of the Social Security Act and statutes of the State of California, and applicable Federal and State regulations thereunder.

OASI 32A Rev. 3 (6-55) Application-Agreement (Other than Retirement System Members)

^{1/ 22009(}a):

⁽a) "Public agency" means the state, any city, county, city and county, district, municipal or public corporation or any instrumentality thereof, and boards and committees established under Chapter 10 of Division 6 of the Agricultural Code, Chapter 754 of Statutes of 1933, as amended, or Chapter 307 of the Statutes of 1935, as amended, the employees of which constitute a coverage group, or retirement system coverage group.

In order to carry into effect the common governmental duties under such statutes Applicant agrees to be bound by the following terms and conditions in consideration of an agreement between the federal agency and the State, and the State agrees to take the necessary steps to extend the provisions of the federal system to cover the said employees of the Applicant:

1. Applicant hereby requests that all services of each of its eligible employees within the following coverage group(s), as defined by Section 218 of the said Social Security Act, or, if so stated, all services of all employees eligible for coverage under the federal system, be included under the federal system:

(Fill in appropriate coverage group(s) from designations in (A) and/or (B) of footnote 2/, using ENTIRE PHRASE. If coverage group (B) is used, identify the proprietary function(s) to be included. If all employees of the Applicant are to receive coverage under the federal system except those excluded by law or at the option of the Applicant under Paragraph 3 below, enter "All Eligible Employees".)

All eligible employees

- 2/ Permissible designations of coverage groups for local public agencies are:
 - (A) Employees of a political subdivision of a State other than those engaged in performing services in connection with a proprietary function;
 - (B) Employees of a political subdivision of a State engaged in performing service in connection with a single proprietary function.

If an employee would be included in more than one coverage group because he performs service in connection with two or more proprietary functions or in connection with both a proprietary function and a non-proprietary function, he shall be included in only one such coverage group.

- 2. Applicant will comply promptly and completely, throughout the term of this application and agreement, with the letter and intent of all statutes of the State of California, and Section 218 of the Federal Social Security Act, and applicable Federal and State regulations adopted pursuant thereto.
- 3. This application and agreement includes all services performed by each of the eligible employees of the Applicant for whom coverage is requested, except the following: (a) Any service performed by an employee who, on the effective date of this agreement, is a member of a retirement system, (b) service performed by an individual who is employed to relieve him from unemployment, (c) service performed in a hospital, home, or other institution by a patient or inmate thereof, (d) covered transportation service (as defined in Section 210(1) of the Social Security Act, as amended), and (e) service (other than agricultural labor or service performed by a student) which is excluded from employment by any provision of Section 210(a) of the Social Security Act, other than paragraph 7 of such section.

Provided, however, that in addition to the above exceptions as enumerated herein, the following services performed by employees of the Applicant shall also be excluded from coverage under the federal system pursuant to Section 218(c) of the Social Security Act: 3/

- (b) All services in any class or classes of elective legislative, elective executive, or elective judicial position.
- (c) All services in any class or classes of part-time positions.
- (d) All services in any class or classes of positions the compensation for which is on a fee basis.

Applicant must fill in above any of these exclusions it wishes to make. Use entire phrase designating such exclusion.

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If no exclusions, write in the words "No Exclusions". The Applicant may elect to exclude from coverage services performed by employees in any one or more of the following classes: (a) Any service of an emergency nature; (b) All services in any class or classes of elective legislative, elective executive, or elective judicial positions; (c) All services in any class or classes of part-time positions; (d) All services in any class or classes of positions the compensation for which is on a fee basis; (e) Agricultural labor or service performed by a student, if such work would be excluded if performed for a private employer;

- 4. That Applicant shall pay to the State amounts equivalent to the sums of taxes (employer-employee contributions) imposed by Section 3101 and 3111 of the Internal Revenue Code with respect to remuneration for all services of each of the eligible employees covered by this application and agreement. That Applicant shall keep or cause to be kept accurate records of all remuneration for such services, said records to be maintained as required by Federal or State regulations, and said representative.
- 5. That Applicant shall prepare and submit such wage and other reports to the State as may be required from time to time by the State.
- 6. That the Applicant shall pay to the State any sums of money that the State may be obligated to pay or forfeit to the federal government by reason of any failure of the Applicant, for any cause or reason, to pay the contributions, penalties, or interest required by the agreement between the federal agency and the State at such time or in such amounts as required by the said agreement and any State or Federal regulations adopted pursuant thereto. That applicant shall pay its proportionate share of the State's OASI administrative costs as determined by the State.
- 7. That the coverage as herein provided for all services of each of the eligible employees of the applicant shall be effective as of 1 July , 195_7 4/ and this agreement shall continue until terminated as provided herein.
- 8. That the State or the Applicant shall have the right to terminate this application and agreement upon giving at least two years advance notice in writing to the other party, effective at the end of a calendar quarter specified in the notice, provided, however, that the said application and agreement must have been in effect not less than five years prior to receipt of such notice, and provided further, that if the federal agency should terminate the agreement between the federal agency

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^{4/} Public agencies included in the agreement between the State and the federal agency on or before December 31, 1957 may request an effective date of coverage of January 1, 1955, or any date thereafter.

and the State for the administration by the State of the federal system, the State shall have the right to terminate this application and agreement in accordance with the same rights and powers as the federal agency exercises in terminating the agreement between him and the State.

9. That, subject to the aforesaid provisions and applicable law, this application and agreement may be terminated or amended by the mutual consent of the parties in writing.

(THE FOLLOWING ELECTION TO BE MADE ONLY BY PUBLIC AGENCIES WITH EMPLOYEES IN FOSITIONS COVERED BY A RETIREMENT SYSTEM, WHERE SUCH EMPLOYEES ARE NOT TO BE EXCLUDED FROM COVERAGE UNDER THE FEDERAL SYSTEM PURSUANT TO THE TERMS OF THIS APPLICATION AND AGREEMENT):

- 10. That employees in positions covered by a retirement system not excluded from coverage under the federal system pursuant to the terms of this application and agreement (shall) (shall not) continue to be covered under the federal system if they become eligible to be members of such retirement system after the execution of this application and agreement, subject to all provisions of Section 218 of the Social Security Act and Federal and State regulations adopted pursuant thereto.
- ll. After the filing of this application, its acceptance and execution by the State shall constitute a binding agreement between the Applicant and the State of California with respect to the matters herein set forth.

	Signed RIO LINDA COUNTY WATER DISTRICT (Official Name of Public Agency) By Anny Mariana (Authorized Agent)
	And By
	(Title) President of the Board of Directors
ACCEPTED: STATE OF CALIFORNIA BOARD OF ADMINISTRATION STATE EMPLOYEES' RETIREMENT SYSTEM	(Date) (25)
ByEXECUTIVE OFFICER	(SUBMIT IN DUPLICATE)
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