

## DECLARATION OF POSTING

"I Terrie Figueroa, the Secretary of Reclamation District No. 1000, hereby declare that I posted the attached agenda in a public and conspicuous place at the front entrance to the District Office. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed the 9th day of January, 2006 at Sacramento, California."

  
Secretary

**RECLAMATION DISTRICT NO. 1000  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
SACRAMENTO, CA  
JANUARY 13, 2006  
8:00 A.M.  
AGENDA  
1633 Garden Highway  
Sacramento, CA 95833**

**CALL TO ORDER**

**SET THE AGENDA**

**CLOSED SESSION**

Discussion of Personnel issues pursuant to Government Code Section 54957.

**ITEMS SCHEDULED FOR ACTION**

1. APPROVAL OF THE MINUTES OF THE BOARD OF TRUSTEES
  - A. Regular Meeting, December 9, 2005
  - B. Closed Session, December 9, 2005
2. ADMINISTRATIVE ITEMS
  - A. Treasurer's Report for December 2005.
  - B. Expenditure Report for December 2005.
3. COMMITTEE REPORTS
4. BOARD BUSINESS
  - A. Approval/Adoption of 2004/2005 Audited Financial Statements
  - B. Election of Officers/ Committee Assignments
  - C. Flood Insurance Resolution – 2006-1
  - D. Banking Resolution – 2006 – 1A
  - E. Sacramento County Pooled Investment Fund Policy 2006
  - F. Creek Week Sponsor Request
  - G. Joint Use Agreement – Bike Trail (City of Sacramento)
  - H. Plant 2 Update and Discussion

**ITEMS SCHEDULED FOR INFORMATION/DISCUSSION**

5. ENGINEER'S REPORT
6. COMMUNICATIONS  
**OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO DIRECTLY ADDRESS THE BOARD ON SUBJECT MATTER WITHIN THE JURISDICTION OF THE BOARD.**
7. ADJOURN

**RECLAMATION DISTRICT NO. 1000  
BOARD OF TRUSTEES  
ACTION SUMMARY  
Regular Meeting  
Friday, January 13, 2006  
1633 Garden Highway  
Sacramento, CA 95833**

Trustees Present: Barandas, Christophel, Gilbert, Harris, Lauppe, Miller and Shiels  
Trustees Absent: None

**ACTION ITEMS**

**APPROVAL OF THE MINUTES**

**1A) Regular Meeting –December 13, 2005**

Motion by Trustee Lauppe to approve the minutes of the regular meeting held December 13, 2005 as presented. Seconded by Trustee Barandas, duly put and carried.

**ADMINISTRATIVE ITEMS**

**2A) Treasurer's Report –December 2005**

The Treasurer's Report for December 2005 is as follows:

County Treasurer	\$ 736,160.99
O/M Fund – Checking	\$ 66,838.49
Desg. Capital	\$ 12,779.76
LAIF (State Treas.)	\$ 828,264.90

Motion by Trustee Christophel to approve the Treasurer's Report for December 2005 as presented. Seconded by Trustee Shiels, duly put and carried.

**2B) EXPENDITURE REPORT–December 2005**

The expenditures for the month of December 2005 were \$236,486.35. Warrants 7242 and 7243 were issued in the amount of \$200,000.00.

**3) COMMITTEE REPORTS**

None to report.

**4A) APPROVAL/ADOPTION of 2004/2005 Audited Financial Statements**

Motion by Trustee Gilbert to adopt the draft 2004/2005 audit as modified. Seconded by Trustee Lauppe, duly put and carried.

**4B) Election of Officers/Committee Assignments**

Trustee Harris was elected to serve as the President of the Board and Trustee Christophel was elected to serve as the Vice President of the Board.

The following committee assignments were made:

Executive	Harris, President Christophel, Vice President
Finance	Gilbert, Chairman Harris, Lauppe Miller Shiels
Legal/Legislative	Barandas, Chairman Gilbert Harris
Operations	Christophel, Chairman Barandas Lauppe
Personnel	Harris, Chairman Shiels Barandas
Urbanization	Christophel, Chairman Miller Shiels
SAFCA – Representative	Christophel Miller
SAFCA – Alternate	Shiels

**4C) Flood Insurance Resolution – 2006-1**

District Engineer Clifton informed the board that staff has drafted a resolution recommending Natomas property owners maintain flood insurance on their property. The District has been removed from the 100-year flood plain; therefore, residents are entitled to the preferred flood insurance rates.

Trustee Christophel informed the board that at the SAFCA Execution meeting the borings along the Sacramento River were discussed. SAFCA will be releasing the report at the February meeting. The discussion centered on how to continue toward 200-year protection for the region. SAFCA's focus is on achieving 200-year flood protection and public safety.

Trustee Miller stated that the SAFCA board is going to fully disclose the report on the levees but the overall theme is achieving 200-year protection

District Engineer Clifton stated that SAFCA's strategy is to see how bad the levees are and to help public awareness to make funding the improvements easier. Attorney Day stated that there is a Proposition 218 election down the road

He further stated that Gary Reents and the Mayor met with Stein Buer. The City is concerned that the information in the report will lead to a building moratorium. The pressure is on SAFCA to downplay the report to minimize the affect.

After discussion, and modification of the resolution it was moved by Trustee Miller to adopt the Flood Insurance Resolution 2006-1 as modified. Seconded by Trustee Christophel, duly put and carried.

**4D) Banking Resolution – 2006 – 1A**

Each year the district is required to adopt a banking resolution, setting out signature authority on the District's accounts.

Motion by Trustee Lauppe to adopt resolution as presented. Seconded by Trustee Miller, duly put and carried.

**4E) Sacramento Pooled Investment Fund Policy 2006**

The District is required to receive and file the Sacramento County Pooled Investment Fund Policy annually.

Trustee Shiels commented that he was concerned that in the policy, the Director of Finance establishes the internal controls, is a part of the Investment Group, and the Review Group.

The Sacramento Pooled Investment Fund – 2006 was received and filed.

**4F) Creek Week Sponsor Request**

District Engineer Clifton informed the board that the District has always participated in the annual clean up of the Natomas East Main Drainage Canal (NEMDC) by providing pick up and hauling of trash cleaned up by the volunteers. This would be an opportunity to obtain positive publicity as well as helping in the event.

Motion by Trustee Shiels to approve a contribution of \$1,000.00 to the Creek Week event. Seconded by Trustee Christophel, duly put and carried.

**4G) Joint Use Agreement – Bike Trail (City of Sacramento)**

The developer and the City have requested a joint use agreement to use a portion of the District's easement on the District's East Drainage Canal. The agreement has been reviewed by District counsel. The joint use will be to provide a bike/ pedestrian trail. The City is delaying recording of the parcel map until an agreement is signed. There are no plans for the bike trail yet for review.

Motion by Trustee Lauppe to approve the Joint Use Agreement as outlined by staff and reviewed by counsel. Seconded by Trustee Shiels, duly put and carried.

**4H) Plant 2 Update and Discussion**

District Engineer Clifton stated that a sink hole developed at the toe of the levee at Plant2. This is an area that they have been watching closely because of seepage issues. The water usually runs clear, but this year seemed to be carrying material. The problem started at about 1 am on January 2<sup>nd</sup>. Staff dumped riprap on the slope and built a ring levee with sandbags around the sink hole. When the pumps were running no running water could be heard, but when they were turned off you could hear running water. Gary Reents and city employees helped build the ring levee. Stein Buer from SAFCA was also on site. Ray Costa from Kleinfelder came out on the 2<sup>nd</sup>. Since then they have found boils in the canal. Mr. Costa recommended dismantling the plant, filling the hole with rock, putting in sheet piles and filling the canal to stop the boils there. That process has begun. In the process of filling the canal staff is clearing most of the vegetation on the canal. Attorney Wendy Bogden visited the sight and has contacted the California Department of Fish & Game, Regional Water Quality Control Board, US Fish and Wildlife Service and the Corps of Engineers.

Attorney Day stated that mitigation will still be required, but the work can be done now. Only the Corps of Engineers has not said to move forward with the project. Counsel has prepared a resolution that will cover the emergency and contracting limits. The District is using Nordic Industries, and they have a contract with the Corps of Engineers to supply rock and services.

District Engineer Clifton asked Mead and Hunt to run the model to see if the plant needs to be there, or if it can be relocated elsewhere.

Motion by Trustee Miller to adopt the resolution as prepared by counsel. Seconded by Trustee Christophel, duly put and carried.

The board convened in closed session to discuss personnel issues pursuant to government code 54957.

The closed session was adjourned and the regular meeting was reconvened. No action was taken during the closed session.

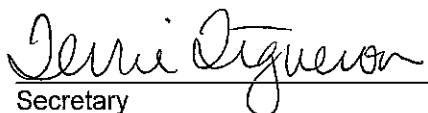
5) **Engineer's Report**

District Engineer Clifton stated he had nothing further to report. Plant 2 was already discussed as well as the flood control and levee issues being discussed by SAFCA.

The next regular board meeting will be held Friday, February 10, 2006 at 8:00 am at the District office. A request has been made to move the March 10, 2006 meeting to Friday, March 17, 2006. An email will be sent to determine if the meeting will be moved.

There being no further business to come before the board, the meeting was adjourned.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**RESOLUTION NO. 2006 – 1A**

**RECOMMENDING PROPERTY OWNERS MAINTAIN FLOOD INSURANCE POLICIES**

*WHEREAS*, as a result of improvements to the levees along the Sacramento and American Rivers in conjunction with the modifications to operations at Folsom Reservoir and improvements to District drainage facilities, the area within our District’s jurisdiction has been removed from the 100-year regulatory floodplain as determined by the Federal Emergency Management Agency (FEMA); and

*WHEREAS*, in recognition of the reduced flood risk to properties because of these improvements, FEMA offers a Preferred Risk Policy (PRP) for flood insurance with premiums which are about half of the flood insurance premiums previously paid by property owners; and,

*WHEREAS*, by being removed from the FEMA floodplain, property owners are not required to purchase flood insurance but have discretion based on their flood risk; and

*WHEREAS*, 100-year flood protection is equivalent to a 1% chance of being flooded in any given year and equates to a 1 in 4 chance of being flooded during a typical 30-year mortgage; and

*WHEREAS*, in addition to the flood risk from the Sacramento and American Rivers, there are other potential sources of flooding such as local drainage systems whose capacities may be exceeded during brief, but intense rain events resulting in local street flooding which may result in damage not covered by standard home owner’s insurance policies.

***NOW, THEREFORE BE IT RESOLVED***

The Board of Trustees of Reclamation District No. 1000 believes it is prudent for property owners who live behind levees to maintain flood insurance policies as a means to protect their homes and/or business.

***BE IT FURTHERED RESOLVED***

The Board recommends that Natomas property owners, all of whom are outside the FEMA 100-year floodplain, seek a Preferred Risk Policy for flood insurance underwritten by the National Flood Insurance Program and available through their insurance company.

***PASSED, APPROVED and ADOPTED*** this 13 day of January, 2006.

RECLAMATION DISTRICT NO. 1000  
OPERATION AND MAINTENANCE FUND  
RESOLUTION NO. 2006-01-A

WHEREAS, Reclamation District No. 1000 maintains an Operation and Maintenance Fund held by the Sacramento County Treasurer; and

WHEREAS, Reclamation District No. 1000 also maintains a Revolving Fund pursuant to Water Code Section 50657, with a maximum balance of \$200,000.00; and Reclamation District No. 1000 assumes responsibility for disbursement of such Revolving Fund and agrees to hold and save the Sacramento County Treasurer harmless from any improper disbursement of such Revolving Fund as required by Water Code Section 50658; and

WHEREAS, the Board of Trustees by this resolution desires to set forth the names and specimen signatures of the officers and Trustees of Reclamation District No. 1000 and set forth the names and required signatures for withdrawal or payment of funds from such accounts;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

- 1. The following are the names and specimen signatures of Trustees of Reclamation District No. 1000:

Thomas Barandas  
David Christophel  
Thomas Gilbert  
Frederick Harris  
Alan G. Lauppe  
James Miller  
John Shiels

*Thomas Barandas*  
*David Christophel*  
*Thomas Gilbert*  
*Frederick Harris*  
*Alan G. Lauppe*  
*James Miller*  
*John Shiels*

- 2. The following are the names and specimen signatures of the Reclamation District No. 1000 District Engineer and Secretary:

J.N. Clifton  
District Engineer  
  
Terrie Figueroa  
District Secretary

*J.N. Clifton*  
*Terrie Figueroa*

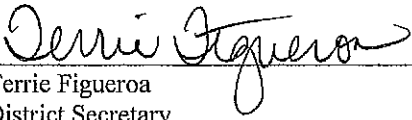
- 3. Funds held in the Reclamation District No. 1000 Operation and Maintenance Fund held by the Sacramento County Treasurer may be withdrawn or paid solely by warrant signed by any four or more of the Trustees of the District as identified in Paragraph 1 of this resolution and attested to by the Secretary of the Board of Trustees or the District Engineer as identified in paragraph 2 of this resolution.
- 4. Funds on deposit in the District's revolving fund may be withdrawn or paid solely by check signed by any one of those identified in paragraph 1 or this resolution or the District Engineer as identified in paragraph 2 of this resolution, for amounts less than \$5,000.00 and any two of the Trustees as identified in paragraph 1 or the District



Engineer as identified in paragraph 2 and a Trustee as identified in paragraph 1 of this resolution for amounts exceeding \$5,000.00.

CERTIFICATION

I, Terrie Figueroa, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held January 13, 2006 and made a part of the minutes thereof.

  
\_\_\_\_\_  
Terrie Figueroa  
District Secretary

RECLAMATION DISTRICT NO. 1000  
RESOLUTION NO. 2006-1B

**RESOLUTION APPROVING FINANCING FOR THE PURPOSE OF FUNDING COSTS ASSOCIATED WITH THE IMMEDIATE EMERGENCY REPAIR OF THE PUMPING PLANT NO. 2 AND NORTH DRAINAGE CANAL ADJACENT TO THE SACRAMENTO RIVER EAST RIVER BANK**

WHEREAS, Reclamation District No. 1000 (RD 1000) proposes to conduct immediate emergency repairs of Pumping Plant No. 2 and the associated North Drainage Canal adjacent to the Sacramento River East River Bank; and

WHEREAS, to prevent the risk of levee failure and consequent flooding it is necessary to complete the Pumping Plant No. 2 and North Drainage Canal repairs due to the fact that heavy seepage is entering these areas through the adjacent Sacramento River levee and because boils have occurred which are likely undermining the Sacramento River levee; and

WHEREAS, the District Engineer estimates that expenditures greater than \$25,000 are reasonably necessary to complete the emergency repair; and

WHEREAS, California Public Contracts Code § 20921 ordinarily would require contracts involving expenditures greater than \$25,000 to be submitted to competitive bidding, with the contract going to the lowest responsive, responsible bidder; and

WHEREAS, following the above bidding procedures would require that the Board of Trustees (Board) to prepare detailed bid specifications, then advertise for bids by placing at least two insertions not less than five days apart in a newspaper of general circulation. The delay caused by following these procedures would enhance the risk of levee failure; and

WHEREAS, California Public Contracts Code § 22050(a) authorizes RD 1000 to take action without competitive solicitation of bids if the Board finds that the emergency will not permit a delay resulting from competitive solicitation of bids, and that the action is necessary to respond to the emergency; and

WHEREAS, California Public Contracts Code § 20926 authorizes, in the event of any emergency, the Board to negotiate and award a contract for construction of work to prevent damage or repair damaged works without advertising for bids, expending any sum reasonably required in the emergency; and

WHEREAS, California Public Contracts Code § 20926(b) requires the Board to, if practicable, informally solicit bids or requests for proposals to seek to obtain the best terms possible, including the lowest price term, given the urgent circumstances of the emergency, and, promptly after the emergency ends, to document the circumstances of the emergency and the bid or proposal accepted; and

WHEREAS, the Board finds that it is not practicable to informally solicit bids or request proposals from more than one contractor, and that Nordic Industries, given the nature of the emergency and the fact that Nordic Industries is a U.S. Army Corps of Engineers' designated supplier of rock and riprap, is particularly well suited to immediately conducting the required emergency work; and

WHEREAS, California Public Contracts Code § 22050(c)(3) requires that the Board terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice to let contracts; and

WHEREAS, in conducting emergency repairs to the Pumping Plant No. 2 and North Drainage Canal, RD 1000 is required to comply with the Federal Water Pollution Control Act ("Clean Water Act") (33 U.S.C.A. §§ 1251-1387), Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), the Endangered Species Act (16 U.S.C.A. §§ 1531-1544), California Fish and Game Code § 1602, and the California Environmental Quality Act (Public Resources Code § 21000 et seq.) ("CEQA"), (together the "Environmental Laws"); and

WHEREAS, California Public Resources Code § 21080(b)(4) exempts from CEQA's requirements specific actions necessary to prevent an emergency; and

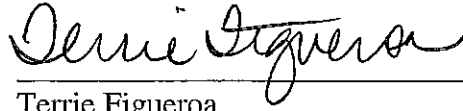
WHEREAS, California Public Resources Code § 21060.3 defines an "emergency" as "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services."

**NOW, THEREFORE, BE IT RESOLVED BY A FOUR-FIFTHS VOTE OF THE BOARD OF TRUSTEES THAT:**

1. An immediate emergency exists, which constitutes a clear and imminent danger that demands immediate action to prevent loss of, or damage to, life, health, property, and essential public services. This emergency necessitates emergency repair work on the Pumping Plant No. 2 and North Drainage Canal.
2. The board finds that the recitals set forth above are true and correct and that the conditions therein described and those set forth in the attached January 12, 2006 e-mail from Wendy Bogdan constitute an immediate emergency involving an imminent threat to persons and property which will not permit a delay resulting from competitive solicitation of bids, and that the action is necessary to respond to the emergency.
3. The District Engineer is authorized to negotiate a contract with Nordic Industries for the emergency repair on the Pumping Plant No. 2 and North Drainage Canal.
4. The District Engineer will make all notifications and/or obtain all permits or take such other actions as may be required under all applicable laws, including the applicable Environmental Laws.

**CERTIFICATION**

I, Terrie Figueroa, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of Reclamation District No. 1000 at a regular meeting held January 13, 2006, and made a part of the minutes thereof.



---

Terrie Figueroa  
District Secretary

<p>RECORDED FOR THE BENEFIT OF THE CITY OF SACRAMENTO GOV. CODE 6103</p> <p>WHEN RECORDED RETURN TO:</p> <p>CITY CLERK 915 "I" STREET, 1<sup>st</sup> Floor, Historic SACRAMENTO, CA 95814</p>	<p style="text-align: center;">This Space for Recorder's Use</p>
--	--

**JOINT USE AGREEMENT FOR BIKE TRAIL**

This Joint Use Agreement for Bike Trail is made this 15<sup>th</sup> day of November, 2008, in consideration of the covenants hereinafter set forth by and between RECLAMATION DISTRICT NO. 1000, public entity of the State of California ("District") and the CITY OF SACRAMENTO, a charter city ("City").

**RECITALS**

1. District and City hold an easement along the west side and adjacent to the Districts' East Drainage Canal across land owned in fee simple title by Natomas Professional Center, LLC, Assessor's Parcel Number 225-1620-015, which land is situated within the boundaries of the City. District makes no representation or warranty to City as to whether District's easement rights are broad enough to confer on City rights to make bike trail uses of Districts' easement area referenced herein.
2. City desires to enter into a joint use agreement with District for the purpose of installing and maintaining a bike trail, fencing, landscaping, lights and facilities for incidental purposes along and adjacent to portions of the District's East Drainage Canal and levee, together with the right of access to the bike trail area for all purposes relating to the installation, repair and maintenance of the bike trail and associated improvements.
3. By this agreement, the District and City desire to set forth the rights to be granted by District, to the extent such rights may be held by District, to the City to install and maintain a bike trail, fencing, landscaping and related facilities along District's East Drainage Canal, and access to the bike trail area for the purpose of installation, repair and maintenance of the bike trail and associated improvements.

**AGREEMENTS**

1. **Recitals Incorporated.** The Recitals set forth above are incorporated herein as terms and provisions of this Agreement.
2. **Access and Use.** District hereby grants the City the following rights of access and for joint use of the District's easement for its East Drainage Canal:

The City is granted a right to joint use of the District's easement for the purpose of installing, repairing and maintaining a bike trail, lights, fencing, landscaping and incidental facilities (the "Bike Trail" or "Bike Trail use area"), for public purposes along and adjacent to the toe of the east side of District's East Drainage Canal levee from the south line of (APN: 225-1620-015) north to its intersection with Del Paso Road as indicated in the area shown on Exhibit "A" attached hereto and incorporated herein by reference. City's rights shall include the right of access to the Bike Trail use area for purposes relating to the installation, repair and maintenance of the Bike Trail and associated improvements. The City's joint use of the Bike Trail use area shall be subject to following covenants and conditions, each of which constitutes both a covenant and a condition binding and inuring to the benefit of the lands described and the successors in interest to the parties hereto:

- a. **Survey.** City shall, at City's sole cost and expense, within a period of six (6) months from and after the date hereof, prepare or cause to be prepared a surveyed centerline or metes and bounds description of the Bike Trail use area along the Westerly boundary of District's East Drainage Canal easement, which shall be presented to District for its acceptance, signature and attachment to this Agreement as Exhibit "B". In the course of performing such survey, City shall, additionally, at City's sole cost and expense, prepare a survey showing the Easterly boundary of District's East Drainage Canal and its relationship to the Easterly bank of District's East Drainage Canal levee and the Westerly boundary of the Bike Trail use area, which shall be provided to District. The Bike Trail use area along the East Canal shall be fourteen (14) feet in width, with ten (10) feet of paving and shoulders two (2) feet in width on each side thereof, measured at right angles to the east of, along, and parallel to the Easterly Boundary of District's East Drainage Canal easement, except at locations where power poles or other structures require the Bike Trail to be nearer to the East Drainage Canal, as will be depicted on Exhibit "B".
- b. **Fencing.** City shall install a post and cable fence on the west side of the inspection road situated on the top of crown of the east levee of District's East Drainage Canal from the south line of (APN: 225-1620-015) north to its intersection with Del Paso Road, at City's sole cost and expense. Specifications for such fence shall be submitted to District by City and must be reasonably acceptable to and approved by the District prior to installation.
- c. **Landscaping.** The City shall install and maintain landscaping from the levee toe to the post and cable fencing at the top of the easterly side of the East Drainage Canal's east levee from the south line of (APN: 225-1620-015) north to its intersection with Del Paso Road . All costs and expenses to install and maintain the landscaping, including irrigation and weed control, shall be borne by the City. Such landscaping shall be installed at the time of construction of Bike Trail. The City shall at all times have the right to enter the Bike Trail use area with all necessary construction equipment for the purpose of installing and maintaining irrigation lines to the landscaped area of the East Drainage Canal west levee. Complete and detailed plans and specifications for the landscaping and the irrigation facilities shall be approved by the City and District prior to construction.
- d. **Construction of Bike Trail.** City shall construct the Bike Trail, in accordance with complete and detailed plans and specifications which shall be submitted to District for its approval prior to construction.
- e. **Trash Removal.** The City shall keep the Bike Trail and all adjacent areas to the east of the line at which the post and cable fencing is to be installed free of any and all trash, litter, or debris. Without limiting the generality of the foregoing, City shall keep, maintain, and operate trash receptacles along the Bike Trail at appropriate intervals and shall pick up all trash or litter of any kind from the Bike Trail on a regular basis, not less often than once every two (2) weeks or pursuant to such other schedules as may be proposed to District by City and accepted by District.
- f. **Superior Rights of Use.** It is understood and agreed that the use of the Bike Trail is and shall be subordinate to District's drainage, flood control, and reclamation use of its East Drainage Canal (including as an area for deposit of spoil) and its levee. District shall, whenever reasonably practicable, notify City at least forty-eight (48) hours in advance in writing of the necessity of District's utilization of the Bike Trail use area for flood control, drainage, or reclamation purposes, and District shall endeavor, whenever reasonably practicable, economically and otherwise, to avoid interference with the use of the Bike Trail in conduct of District's operations. In the event that District causes damage to the Bike Trail or associated improvements in the course of conducting its normal operations, or during a flood emergency, District shall not be liable for the cost of repair. Should the Board of Trustees of District ever determine a portion of the bike Trail use area must be utilized for deposit of spoils or for construction or enlargement of the District's East Drainage Canal or for drainage, flood control or reclamation purposes, the District may terminate the affected portion of the Bike Trail use area upon thirty (30) days written notice to City specifying the reasons for termination. If determined to be reasonably practicable by the Board of Trustees of District, District shall offer to City an alternative Bike Trail use area acceptable to City. City may, at any time, abandon the Bike Trail by providing written notice of its intent to abandon to District and

preparing and recording a good and sufficient quitclaim deed surrendering all rights therein; provided, however, that City shall remove any and all improvements placed within the Bike Trail use area which District does not wish to have left in place, at City's sole cost, within a period of one hundred twenty (120) days of the notice of intention to abandon given by City.

3. **Conditions Upon Use.** The following covenants and conditions are intended to bind and accrue to the benefits of the lands described and the successors in interest to the parties hereto:

- a. **Indemnity.** City shall hold District free and harmless from and indemnify and defend District against any and all claims, cost (including reasonable attorneys' fees) or liability for personal injury or property damage arising directly or indirectly from the installation, maintenance or use of the Bike Trail area.
- b. **Abandonment.** Should City fail to construct the contemplated Bike Trail within three (3) years of the date first written above, the joint use rights shall be conclusively presume to have been abandoned, and City shall execute and record a good and sufficient quitclaim deed terminating all of its interests therein.
- c. **Non-exclusive Use.** The joint use rights herein granted are non-exclusive. District reserves the right to grant to third parties the right to use all or some portion of the joint use area so long as any such right granted to a third party does not unreasonably interfere with the exercise of the rights herein granted. District agrees to notify City of any proposed grant of rights to a third party within the joint use area and to afford City a fourteen (14) day period within which City may object to such third party's rights.

4. **Dispute Resolution.** Should any dispute arise over interpretations or enforcement of any of the terms or conditions of this instrument, the parties hereto shall endeavor in good faith to resolve such dispute in accordance with the following procedures:

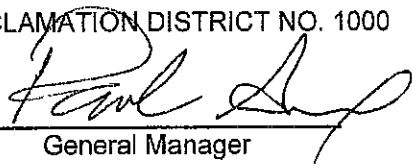
- a. **Meet and Confer.** Upon written notice by either party to the other that a dispute has arisen (which notice shall generally describe the subject matter of the dispute), the parties hereto shall each cause one or more Council Members, Trustees, or upper management level employees with full authority to resolve such dispute to meet and confer in a good faith attempt to resolve such dispute at least one time over the ten (10) day period immediately following the date of receipt of such notice.
- b. **Mediation.** If the dispute is not resolved through negotiation, either party may request appointment of a mediator by written request to the other party and to the American Arbitration Association ("AAA") in San Francisco, California, which request shall describe the general nature of the dispute. The AAA shall appoint a single mediator acceptable to both parties (or if both parties cannot agree on acceptance of a mediator, then the mediator designated by AAA) appropriate to the nature of the dispute, and the parties shall submit the dispute to mediation before such mediator within a period of twenty (20) days from the date of mailing of the written request therefore. Each party shall bear their own cost of mediation and shall share equally the cost of the mediator.
- c. **Binding Arbitration.** If the dispute is not resolved by the mediation within a period of thirty (30) days from the date of mailing of the written request for mediation the dispute shall be resolved by binding arbitration before a single arbitrator appointed by the AAA (who shall not be the same person as the mediator) in accordance with those current arbitration rules of the AAA determined to be most applicable by AAA given the nature of the dispute. Either party may initiate binding arbitration by written notice of demand for arbitration sent to the other party and to AAA at any time following conclusion of mediation, but not later than the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The decision of the Arbitrator shall be final and binding on all parties and shall be specifically enforceable, and judgment may be entered upon such arbitrator's decision under the prevailing law of any court having jurisdiction. The prevailing party in the arbitration shall be awarded reasonable attorneys' fees incurred in such arbitration against the losing party, and the losing party shall pay the arbitrator's fees and expenses.

- 5. **Binding on Successors.** The rights and obligations of the parties hereto shall be binding on their successors, assigns and transferees only during their respective periods of ownership of any interest (including, but not limited to an easement interest) in Assessor's Parcel Number 225-1620-015 or the rights to use any portions thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement as set forth below.

RECLAMATION DISTRICT NO. 1000

CITY OF SACRAMENTO

By:   
 General Manager

By: \_\_\_\_\_  
 Ray Kerridge  
 Interim City Manager

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
 City Attorney

By: \_\_\_\_\_  
 City Clerk



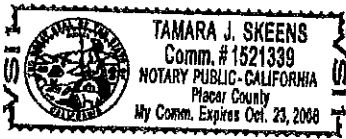
**ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of Placer } SS.

On November 15, 2006 before me, Tamara J. Skeens,  
(DATE) (NOTARY)  
personally appeared Paul Avereax  
SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Tamara J. Skeens  
NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Joint Use Agreement for Bike Trail  
TITLE OR TYPE OF DOCUMENT

4  
NUMBER OF PAGES

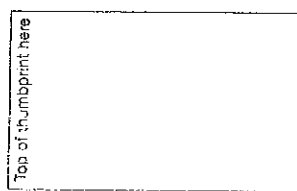
\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
OTHER

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF  
SIGNER



POR SEC'S 11 & 12, T.9N., R.4E., M.D.B. & M.

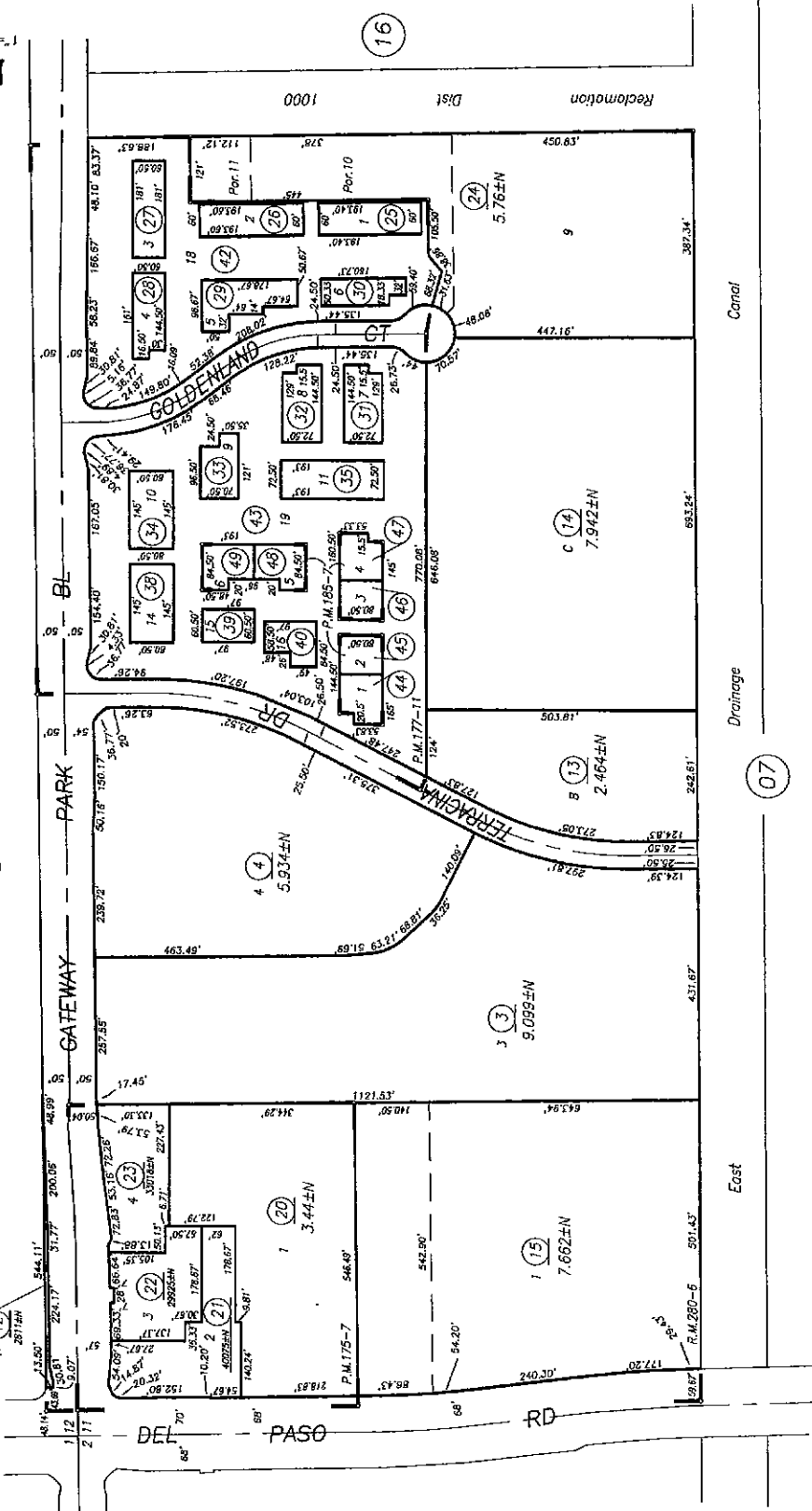
225-162



107

06

145



CITY OF SACRAMENTO  
Assessor's Map Bk. 225 Pg. 162  
County of Sacramento, Calif.

Goldenland Properties R.M. Bk. 280, Pg. 6 (12-8-2000)

NUV 0 4 2005

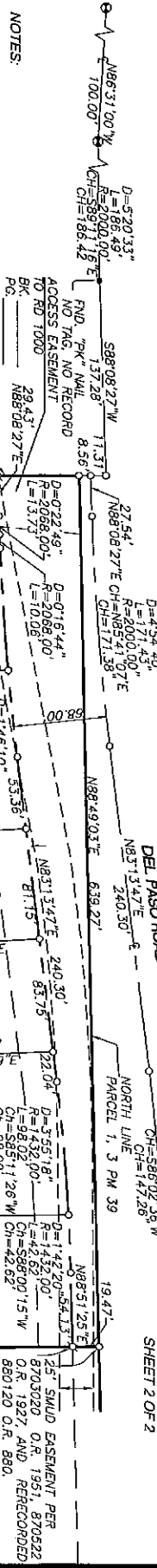
810

NOTES:

1. THE PARCELS CREATED BY THIS MAP SHALL BE DEVELOPED IN ACCORDANCE WITH RECORDED AGREEMENT FOR CONVEYANCE OF EASEMENTS, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, O.R. \_\_\_\_\_.
2. ALL DISTANCES ALONG CURVED LINES ARE LENGTH OF ARC AND CHORD MEASUREMENTS.
3. GROSS AREA IS 2,300 ACRES, MORE OR LESS. NET AREA IS 1,731 ACRES, MORE OR LESS.
4. THE OWNER/DEVELOPER MUST DISCLOSE TO FUTURE/POTENTIAL OWNERS THE EXISTING OR PROPOSED 69 KV ELECTRICAL FACILITIES.

5. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "RECIPROCAL EASEMENT AGREEMENT AND DECLARATIONS OF ESTABLISHMENT OF RESTRICTIONS AND COVENANTS AFFECTING LAND" RECORDED AS DOCUMENT 890307 O.R. 1426.
6. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "REIMBURSEMENT AND WARRANTY AGREEMENT" RECORDED AS DOCUMENT 890501 O.R. 2103.

7. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "INTERIM EASEMENT AGREEMENT FOR PARCELS 1-10" RECORDED AS DOCUMENT 89101 O.R. 1193.
- PARCEL MAP OF GOLDENLAND MEDICAL OFFICE**  
SUBDIVISION P04-216  
BEING PARCEL 14 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED 7-18-03 IN BOOK 20030718, PAGE 1811 OFFICIAL RECORDS  
CITY OF SACRAMENTO, COUNTY OF SACRAMENTO  
STATE OF CALIFORNIA  
DECEMBER 2005  
RRE ENGINEERING  
SHEET 2 OF 2



**LEGEND**

- IRON PIPE WITH PLASTIC CAP IS SHOWN AS A SOLID LINE
- BRASS DISC IS SHOWN AS A DASHED LINE
- MONUMENT IS SHOWN AS A DOT
- STAMPED "S 301.3"
- DIMENSION POINT

**NOTES:**

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20000826 O.R. 217.
2. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "NORTH NATAMAS DEVELOPMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
3. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
4. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
5. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
6. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
7. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
8. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
9. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
10. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
11. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.
12. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED, "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED AS DOCUMENT 20001212 O.R. 615.

**30' SWIMMING EASEMENT**  
PER 870522 O.R. 1951 AND RECORDED 88-0120 O.R. 890

**100' WIDE BIKE PATH AND PEDESTRIAN EASEMENT**  
PER 280 B.M. 6

**25' PILE PER 280 B.M. 6**

**DEL PASO ROAD**  
N 83° 13' 47" E 240.30'  
N 83° 13' 47" E 240.30'

**NORTH LINE**  
N 89° 51' 25" E 194.47'  
N 89° 51' 25" E 194.47'

**PARCEL 1** 175 P.M. 7  
166.00' 80.00' 144.77' 546.48' 565.95'

**PARCEL 2** 12.12 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 3** 12.12 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 4** 12.12 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 5** 17.475 SO. FT. 0.401 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 6** 15.502 SO. FT. 0.352 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 7** 16.982 SO. FT. 0.383 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 8** 20.442 SO. FT. 0.469 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 9** 22.097 SO. FT. 0.507 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 10** 27.087 SO. FT. 0.627 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 11** 15.602 SO. FT. 0.358 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 12** 30.909 SO. FT. 0.709 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

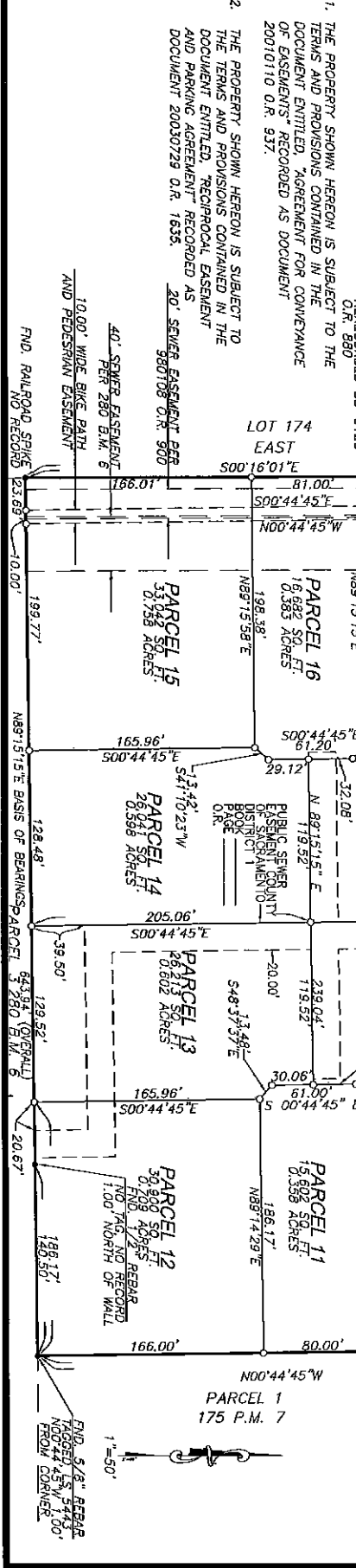
**PARCEL 13** 20.213 SO. FT. 0.462 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 14** 26.041 SO. FT. 0.598 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 15** 33.043 SO. FT. 0.758 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 16** 16.982 SO. FT. 0.383 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'

**PARCEL 17** 16.982 SO. FT. 0.383 ACRES  
S 0° 23' 14" E 119.10'  
S 0° 23' 14" E 119.10'



**OWNERS STATEMENT**

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS PLAT OF GOLDENLAND MEDICAL OFFICE AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO SPECIFIC PURPOSES, THE FOLLOWING:  
1. EASEMENT FOR BIKE PATH AND PEDESTRIAN ACCESS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BIKE PATH AND PEDESTRIAN EASEMENT".  
MATOMAS PROFESSIONAL CENTER, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY--

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

ON \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, A  
NOTARY IN AND FOR SAID COUNTY AND STATE,

PERSONALLY APPEARED \_\_\_\_\_ TO ME, OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITIES, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
COMM. EXP.: \_\_\_\_\_

**PARCEL MAP OF  
GOLDENLAND MEDICAL OFFICE**

SUBDIVISION F04-216  
BEING PARCEL 1A OF CERTIFICATE OF  
COMPLIANCE FOR LOT LINE ADJUSTMENT  
RECORDED 7-18-03 IN BOOK 20050718,  
PAGE 1871 OFFICIAL RECORDS  
CITY OF SACRAMENTO, COUNTY OF SACRAMENTO  
STATE OF CALIFORNIA  
DECEMBER 2005  
RFE ENGINEERING  
SHEET 1 OF 2

**TRUSTEE'S STATEMENT**

STEWART TITLE OF SACRAMENTO, AS TRUSTEE UNDER DEED OF TRUST RECORDED AUGUST 5, 2004 AS DOCUMENT NO. 20040817, PAGE 1531, OFFICIAL RECORDS.

**NOTARY ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

ON \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, A  
NOTARY IN AND FOR SAID COUNTY AND STATE,

PERSONALLY APPEARED \_\_\_\_\_ TO ME, OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITIES, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
COMM. EXP.: \_\_\_\_\_

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE MATOMAS PROFESSIONAL CENTER, LLC ON JULY 15, 2005. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 31, 2006, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: \_\_\_\_\_

MICHAEL KINDLE, PLS 6178  
EXPIRATION DATE: 03/31/06

**CITY ENGINEER'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP OF "GOLDENLAND MEDICAL OFFICE", AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF SACRAMENTO PLANNING COMMISSION AND ANY ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

I HEREBY APPROVE THIS PARCEL MAP OF "GOLDENLAND MEDICAL OFFICE" AND ACCEPT TO IMPROVEMENTS ON BEHALF OF THE PUBLIC, THE EASEMENTS HEREON OFFERED FOR DEDICATION.

DATED: \_\_\_\_\_

ROBERT S. FONG, P.E. 28492  
SENIOR ENGINEER  
CITY OF SACRAMENTO

**CITY CLERK'S STATEMENT**

I HEREBY ATTEST TO THE APPROVAL OF THIS PARCEL MAP OF "GOLDENLAND MEDICAL OFFICE".

DATE: \_\_\_\_\_ CITY CLERK, CITY OF SACRAMENTO

**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005  
AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PARCEL

MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF RFE ENGINEERING,  
TITLE TO THE LAND INCLUDED IN THIS  
SUBDIVISION BEING VESTED AS PER CERTIFICATE  
NO. \_\_\_\_\_ ON FILE IN THIS OFFICE.  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

RECORDER OF SACRAMENTO COUNTY

BY: \_\_\_\_\_ DEPUTY

Reclamation District No. 1000  
Sacramento, CA

For approval and authority to issue Warrants 7242 & 7243 in the amount of \$200,000.00.

Approval of payments in December 2005

Various	Payroll	\$ 41,366.64
Various	Payroll Taxes	\$ 15,435.42
24135	Century Executone	\$ 449.80
24107	CitiStreet	\$ 155.00
24136	C.L. Bryant, Inc.	\$ 1,697.06
24137	State Board of Equalization	\$ 80.89
24138	California Special Districts Association	\$ 2,578.00
24139	Speedy Glass Lockbox	\$ 280.52
24108	Carson Landscape	\$ 214.00
24105	Aero Speed	\$ 98.07
24140	U.S. Dept. of Education	\$ 137.13
24109	Clarke & Rush Mechancal	\$ 158.00
24110	Downey Brand LLP	\$ 680.04
24104	Harv's Car Wash	\$ 15.50
24111	Loewen Pump Maintenance	\$ 420.00
24141	Bob Murray & Associates	\$ 4,081.13
24112	Nordic Industries, Inc.	\$ 11,010.82
24142	DE Lage Lade Financial Svcs	\$ 303.01
24113	SBC California	\$ 138.11
24114	PAPA Pesticide	\$ 105.00
24115	California Public Employees'	\$ 11,732.13
24143	California Chamber of Commerce	\$ 70.01
24116	PG&E	\$ 5,610.36
24106	AT&T	\$ 28.27
24117	Sacramento Credit Union	\$ 746.95
24119	SMUD	\$ 18,230.84
24134	Century Chevrolet-Buick Pontiac	\$ 55.03
24120	Terminix Processing Center	\$ 39.90
24133	Best Accounting	\$ 150.00
24121	Valley Truck&Tractor Co.	\$ 2.54
24132	Carrot-Top Industries	\$ 79.80
24131	Sacramento County Utilities	\$ 114.00
24122	Home Depot Credit Services	\$ 78.65
24130	D&K Trucking	\$ 1,379.40
24123	ACWA	\$ 5,940.00
24124	CAPCA	\$ 100.00
24125	Sacramento Fire	\$ 265.75
24126	Waterman Industries, Inc	\$ 43.21
24127	U.S. HealthWorks	\$ 101.00
24128	Office Depot Credit Plan	\$ 10.76

Certified to be a true and just claim against Sacramento County Treasurer

Filed: January 13, 2006 \_\_\_\_\_

Approved: January 13, 2006 \_\_\_\_\_

President: *Fredrick E. Harris*

Secretary: *Terri Figueroa*

**Reclamation District No. 1000  
Sacramento, CA**

For approval and authority to issue Warrants 7242 & 7243 in the amount of \$200,000.00.


24129	Mead & Hunt, Inc.	\$	202.50
24156	FastPoint Networking	\$	95.00
24155	Smile Business Products	\$	69.16
24154	Sequoia Analytical	\$	426.00
24153	Public Employees Retirement System	\$	8,648.73
24152	Yolo County Public Works	\$	267.12
24157	Comcast	\$	157.22
24151	Valley Hydraulics & Machine, Inc.	\$	113.84
24150	State Compensation Insurance Fund	\$	2,165.36
24145	Bearing Belt & Chain	\$	354.15
24160	FedEx Kinko's	\$	139.00
24149	PG&E	\$	157.81
24148	SBC California	\$	44.64
24144	A-K Associates, Inc.	\$	4,000.00
24147	Napa Auto Parts	\$	239.13
24159	Dual Cal Builders, Inc.	\$	21,706.70
24146	Clarke & Rush Mechanical	\$	120.00
24158	C.L. Bryant, Inc.	\$	561.30
24164	C.L. Bryant, Inc.	\$	412.58
24166	Brook Furniture Rental	\$	111.50
24167	Pineapple Grove Designs	\$	63.00
24163	Sacramento Credit Union	\$	746.95
24162	City of Sacramento	\$	36.50
24161	CitiStreet	\$	155.00
24165	U.S. Dept. of Education	\$	137.13
24168	Costco	\$	142.78
24169	Airgas	\$	118.62
24170	Culligan Water	\$	47.80
24171	Nextel Communications	\$	385.17
24172	PG&E	\$	5,926.13
24173	The Sacramento Bee	\$	44.85
24174	Agriform	\$	349.11
24175	Water Education Foundation	\$	250.00
24176	ACWA Services Corporation (ASC)	\$	1,125.92
24177	Hilb Rogal & Hobbs Insurance	\$	1,768.00
24178	C.L. Bryant, Inc.	\$	197.95
24179	Bob Murray & Associates	\$	6,012.01
24180	Applebee's Restaurant	\$	172.18
24181	Aero Speed	\$	50.51
24182	AT&T	\$	27.96
24183	Carson Landscape	\$	214.00
24184	Downey Brand LLP	\$	2,819.74
24185	Essary, Dal Porto & Lowe	\$	7,500.00

Certified to be a true and just claim against Sacramento County Treasurer

Filed: January 13, 2006

Approved: January 13, 2006

President: 

Secretary: 

**Reclamation District No. 1000  
Sacramento, CA**

For approval and authority to issue Warrants 7242 & 7243 in the amount of \$200,000.00.

24186	Holt of California	\$	155.25
24187	Nordic Industries, Inc.	\$	2,258.04
24188	Norstar Industries, Inc.	\$	347.88
24189	SBC California	\$	143.58
24190	California Public Employees'	\$	12,742.71
24192	SMUD	\$	19,634.11
24194	Valley Truck&Tractor Co.	\$	394.03
24195	W.W. Grainger, Inc.	\$	83.39
24196	Thomas Gilbert	\$	175.00
24197	Frederick Harris	\$	700.00
24198	Quality Supply	\$	80.80
24199	Office Depot Credit Plan	\$	57.35
24200	Smile Business Products	\$	65.77
24201	David Christophel	\$	350.00
24202	James R. Miller	\$	525.00
24203	Thomas Barandas	\$	175.00
24204	Alan G. Lauppe	\$	700.00
24205	C.L. Bryant, Inc.	\$	1,117.14
24206	GE Capital Modular Space	\$	7.23
24207	Powerplan	\$	535.20
24208	Sound Billing LLC	\$	57.20
24209	DE Lage Lade Financial Svcs	\$	303.01
24210	Parker Landsscape Development	\$	1,600.00
24211	John Shiels	\$	525.00
24212	CitiStreet	\$	155.00
24213	Sacramento Credit Union	\$	746.95
24214	U.S. Dept. of Education	\$	137.13
24215	J.N. Clifton	\$	208.89
24193	Terminix Processing Center	\$	39.90

\$236,486.35

Certified to be a true and just claim against Sacramento County Treasurer

Filed: January 13, 2006

Approved: January 13, 2006

President: 

Secretary: 

January 13, 2006

To the Trustees of Reclamation District No. 1000

Ladies and Gentlemen:

The following is a report of activities within the District during the month of December 2005

We Spent:

- Man-Days
- 20 – Plant Maintenance
- 64 – Pump Maintenance
- 7 – Ditch Maintenance
- 6 – Garbage
- 11 – Grounds
- 11 – Weed Control
- 6 – Mower
- 9 – Equipment Repairs

	Sump	2 <sup>ND</sup> Bannan Precipitation		River
High	8.6'	Current: 10.34"		High 28.8'
Low	6.8'	Total: 12.51"		Low 5.0'

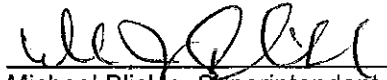
We pumped at:

- Plant #1B - Pump #1 – 28.4 Hours or 572.3 Acre Feet.  
Pump #2 – 344.5 Hours or 3376.1 Acre Feet.  
Pump #3 – 156.8 Hours or 1536.6 Acre Feet.  
Pump #4 – 83.9 Hours or 822.2 Acre Feet.  
Pump #5 – 44.4 Hours or 435.1 Acre Feet.  
Pump #6 – 101.5 Hours or 994.7 Acre Feet.
- Plant #2 - Pump #1 – 242.8 Hours or 898.4 Acre Feet.  
Pump #2 – 98.6 Hours or 660.6 Acre Feet.
- Plant #3 - Pump #1 – 108.4 Hours or 401.1 Acre Feet.  
Pump #2 – 286.4 Hours or 1317.4 Acre Feet.  
Pump #3 – 258.3 Hours or 1730.6 Acre Feet.  
Pump #4 – 75.3 Hours or 308.7 Acre Feet.
- Plant #4 - Pump #1 – 486.1 Hours or 2770.8 Acre Feet.  
Pump #2 – 115.1 Hours or 1128.0 Acre Feet.  
Pump #3 – 38.0 Hours or 372.4 Acre Feet.
- Plant #5 - Pump #1 – 115.3 Hours or 219.1 Acre Feet.  
Pump #2 – 118.1 Hours or 224.4 Acre Feet.  
Pump #3 – 62.9 Hours or 119.5 Acre Feet.
- Plant #6 - Pump #1 – 102.8 Hours or 657.9 Acre Feet.  
Pump #2 – 95.0 Hours or 418.0 Acre Feet.  
Pump #3 – 79.7 Hours or 438.4 Acre Feet.  
Pump #4 – 20.2 Hours or 58.6 Acre Feet.
- Plant #8 - Pump #1 – 168.4 Hours or 1768.2 Acre Feet.  
Pump #2 – 40.5 Hours or 425.3 Acre Feet.  
Pump #3 – 548.9 Hours or 2085.8 Acre Feet.  
Pump #4 – 423.9 Hours or 1229.3 Acre Feet.  
Pump #5 – 473.8 Hours or 1800.4 Acre Feet.  
Pump #6 – 25.3 Hours or 265.7 Acre Feet.  
Pump #7 – 78.3 Hours or 822.2 Acre Feet.



Pump #8 – 9.1 Hours or 86.5 Acre Feet.  
Pump #9 – 5.0 Hours or 47.5 Acre Feet.

Total Hours pumped for December 2005: 4865.7.  
Total acre-feet pumped for December 2005: 27991.8.  
Total acre-feet pumped for December 2004: 7275.2.  
Payroll for Camp #8: \$36,265.66.

  
Michael Blicke, Superintendent