



AGENDA

1960 Elgin Street
Oroville, CA 95966
530-533-2000
www.loapud.com

Board of Directors
Special Meeting
April 19, 2024
2:00PM

Materials related to an item on the open meeting agenda that are provided to the Board of Directors, including those provided to the Board after distribution of the agenda packet, are available on the District website.

California Government Code section 54954.2(a)(1) requires the agenda include “information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting. An example of agenda language that would satisfy this requirement is: “Any persons requiring a disability-related modification or accommodation to participate in the public meeting can contact the District Secretary at 530-533-2000 at least 48 hours in advance of the meeting.”

We invite you to join today’s scheduled meeting via Zoom by using your phone or computer to attend this meeting. Please call our District office at **(530)533-2000** for assistance in participating in the teleconference.

Dial in: 1-669-900-9128
Meeting ID: 882 0322 5115
Passcode: 420789

To ensure that our meetings are as orderly as possible, and to enable public participation at the proper times during the meeting, we are asking that everyone take a moment to ensure your line stays muted until public comment is invited. When it comes time for public comment, we will leave enough time for participants to unmute and speak to the entire group and our Board. Because attendees cannot see each other’s mute status, we will simply need to be patient as we wait in between comments and do our best not to speak over each other. Please state your name for the record before sharing comments. We are committed to keeping the public engaged and appreciate your help in making that happen.

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Flag Salute
- 1.3 Moment of Silence
- 1.4 Public Comment

2. **LINCOLN FAMILY APARTMENTS DEVELOPER'S AGREEMENT**

GM Goyer will present the Lincoln Family Apartments Developer's Agreement to the Board of Directors for review and approval.

3. **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT**

GM Goyer will present the Memorandum of Understanding Between the City of Oroville and the Lake Oroville Area Public Utility District for the Oroville Rescue Mission Sewer Line Replacement to the Board of Directors for review and approval.

4. **ADJOURNMENT**



Manager's Report

To: Board of Directors
From: David Goyer, General Manager
Date: April 19, 2024

RE: Item No. 1 – CALL TO ORDER

1.1 Roll call

1.2 Flag Salute

1.3 Moment of Silence

1.4 Public Comment



Manager's Report

To: Board of Directors
From: David Goyer, General Manager
Date: April 19, 2024

RE: Item No. 2 – Lincoln Family Apartments Developer's Agreement

GM Goyer will present the Lincoln Family Apartments Developer's Agreement to the Board of Directors for review and approval.

Attachment Included

Recommended Action: A motion to approve the Lincoln Family Apartments Developer's Agreement and direct President Marciniak and GM Goyer to execute the agreement as presented.

Roll Call Vote

DRAFT DEVELOPMENT AGREEMENT

for

**CONSTRUCTION OF THE A-LINE PIPELINE REPLACEMENT AND CONNECTION
OF THE LINCOLN STREET AFFORDABLE HOUSING SEWER SYSTEM**

THIS AGREEMENT, made and entered into this ____ day of _____, by and between LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT, a local public agency, hereinafter referred to as "District", and

RICHMAN OROVILLE APARTMENTS, LP, a Delaware limited partnership, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer owns, in fee, real property more particularly described in Exhibit A, attached, located within the City of Oroville, California (the Property);

WHEREAS, Developer intends to develop the Property as the Lincoln Street Affordable Housing Development, with plans to construct multifamily dwelling units on the site. Developer's plan provides for three buildings: Building 1 will contain 24 Multifamily equivalent building units; Building 2 will contain 24 Multifamily equivalent building units; Building 3 will contain 15 equivalent building units (referred to collectively as "Phase 1"). Developer's Phase II, would consist of senior housing. This Agreement pertains to Phase I. Phase II if constructed, will require a separate Development Agreement. The term "Project" as used in this Agreement refers and applies to Phase 1, only;

WHEREAS, District owns a wastewater collection system which conveys wastewater from throughout District's service area to the regional wastewater treatment facility (District's System);

WHEREAS, the Project is within the District's service area;

WHEREAS, Developer has constructed or will construct a sanitary sewer system for Phase I of its Lincoln Street Affordable Housing Development (the Project Sewer System). The Project Sewer System complies, or will comply, with District Improvement Standards;

WHEREAS, Developer desires to connect the Project Sewer System to District's System;

WHEREAS, District's System includes a pipeline and appurtenances referred to as the "A-Line." A portion of the A-Line is placed on property owned by the Union Pacific Railroad, pursuant to District's existing easement and property rights. Developer's request to

connect the Project Sewer System requires the enlargement of the A-Line. The A-Line modification requires the consent of the Union Pacific Railroad;

WHEREAS, to connect the Project Sewer System, Developer will be required to construct and complete the A-Line Pipeline Replacement Project (the A-Line Replacement) in accordance with District plans and specifications;

WHEREAS, Developer will, upon satisfactory completion of construction of the A-Line Replacement, dedicate and convey the work and materials to District, free of all liens and encumbrances ; and,

WHEREAS, Developer desires District to enter into this Agreement providing for the construction of the A-Line Replacement and the connection of the Project Sewer System to District's System;

NOW, THEREFORE, District and Developer agree as follows:

1. PLANS AND SPECIFICATIONS:

District has prepared or will prepare and provide to Developer the plans and specifications for the A-Line Replacement . Preliminary Design Drawings, dated January 4, 2024, are attached as Exhibit . The A-Line Replacement will be constructed within an easement granted by Union Pacific Railroad to District. A-Line Replacement and this Agreement are conditioned on Union Pacific Railroad consent to the work. The Design Drawings, with modifications required by the Union Pacific Railroad and approved by District, constitute the Plans and Specifications.

2. CONSTRUCTION:

Developer will construct the A-Line Replacement in accordance with the Plans and Specification and District Improvement Standards.

3. REVISION OF PLANS:

Any changes in Plans and Specifications requested by Developer shall be submitted by Developer to District and shall not be incorporated into the construction of the A-Line Replacement without the written approval of the General Manager and District Engineer. Construction of changes absent such approval may result in a requirement to remove and replace unauthorized work. Developer shall be responsible for funding, in advance, District's expenses incurred in review of any changes in the approved plans and specifications.

4. CONSTRUCTION:

- a. Guarantees: Developer shall provide that all contractor's and material supplier's guarantees and warranties shall be assignable to and inure to the benefit of District.
- b. Payment Bond. Before the commencement of work, Developer's contractor shall file a payment bond with District. The bond shall be in a sum not less than one hundred

percent (100%) of the estimated cost of construction. The bond shall bind the contractor and its surety to the District. The bond shall conform in all respects to the requirements of Civil Code section 9550 and following.

- c. Insurance. Developer shall also require that the contractor's public liability and property damage insurance names District and its agents, officers and employees as additional insured. Before the commencement of work, Developer's contractor shall present evidence of liability insurance meeting the requirements set forth in Exhibit D, attached hereto.

5. COMPLIANCE WITH REQUIREMENTS FOR PUBLIC WORKS: Developer will ensure its contractor's compliance with the following:

- a. This is a public work. Developer's Contractors, hereinafter "Contractor" and any subcontractors, are subject to the requirements of Chapter 1, Part 7 of the Labor Code, commencing with section 1720, pertaining to public works, and they are responsible for ascertaining and applying those requirements. Any person who willfully violates Article 2 of Chapter 1 is guilty of a misdemeanor. (Labor Code § 1777). All contractors and subcontractors working on this Project must keep certified payroll records in accordance with Labor Code section 1776.
- b. At the time of the award, and at all times while performing the work, Contractor and any subcontractors shall be, and shall remain, registered and qualified to perform public work, pursuant to Labor Code sections 1725.5 and 1771.1. This Agreement is subject to cancellation by District, and Contractor is subject to an assessment of penalties under section 1771.1, upon determination that Contractor or any subcontractor is not in compliance with the provisions of those sections. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, as required by Labor Code section 1771.4. Contractor shall post job site notices, as prescribed by regulation. Contractor shall furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner.
- c. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1, Part 7 of the Labor Code, shall be paid for each craft, classification, or type of worker needed to execute the Project work.
- d. Copies of the prevailing rates of per diem wages are on file at District's office and shall be made available on request. Alternatively, said rates are accessible on the INTERNET under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1". The Internet address is <http://www.dir.ca.gov/>.

- e. A copy of the prevailing rate of per diem wages shall be posted at the worksite. Contractor, and any subcontractor under it, shall pay not less than the prevailing rates of wages to all workers employed in the execution of this Project work. Contractor, and any subcontractor under it, shall be subject to penalties under Labor Code section 1775 for paying less than the prevailing wage rates.
- f. Contractor and any subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Project work, and shall certify and make those records available for inspection and otherwise comply with the provisions of Labor Code sections 1776 and 1812. Contractor's failure to comply is a misdemeanor, as provided in Labor Code section 1777.
- g. Contractor shall be subject to the provisions of Labor Code section 1777.5 pertaining to the employment of apprentices. Contractor shall pay every apprentice employed in the execution of the Project work the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered, and shall otherwise comply with the provisions of that section.
- h. Contractor warrants that neither it nor any of its subcontractors is ineligible to work on public works projects pursuant to Section 1777.1 or 1777.7 of the Labor Code. Contractor is prohibited from performing the Project work with an ineligible subcontractor.
- i. The time of service of any worker employed in the execution of the Project work is limited and restricted to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one calendar week, except that work performed by Contractor's or subcontractor's employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, or at any higher rate of overtime pay that may be required pursuant to a Department of Industrial Relations prevailing wage determination. Contractor, or any subcontractor working under it, shall be subject to penalties under Labor Code section 1813 for violations of these limitations.
- j. Contractor and its subcontractors shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.
- k. Contractor shall secure the payment of worker's compensation to its employees performing the work, in accordance with the provisions of Sections 1860 and 3700 of

the Labor Code and, in case any such work is sublet, the Contractor shall require its subcontractors similarly to comply with those provisions.

- l. Developer shall ensure that any construction contract entered into by it shall require compliance with the requirements of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720.
- m. Pursuant to Labor Code section 1773.3, Developer shall provide notice to the Department of Industrial Relations of contracts awarded for the construction of improvements that will be conveyed to District under this Agreement within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work.

6. INSPECTION OF CONSTRUCTION:

Throughout the course of construction, General Manager, the District Engineer, or their designee may inspect the construction of the A-Line Replacement to ensure that the works are installed in accordance with the Plans and Specifications and District Improvement Standards. Inspection costs shall be paid by Developer. A deposit in the amount of \$10,000 shall be delivered to District in advance of commencement of work. The General Manager or District Engineer may notify Developer as to any deviation or failure to construct pursuant to the Plans and Specifications and District Improvement Standards, and Developer shall correct such deviation or failure. Failure of the General Manager or the District's Engineer to observe and/or to report such deviation shall not relieve Developer of the obligation to cure, at Developer's expense, all defects in material and workmanship and deviations from the Plans and Specifications or District Improvement Standards.

7. NO DUTY TO INSPECT:

Any inspections and observations of the work by District are for the sole purpose of providing notice of stage and character of the work. The District does not undertake any duty to Developer, Developer's contractor, or any other person to inspect construction, nor does it assume any liability for a failure to inspect. Any failure of District to discover defects in construction or to note variances in the work from the Plans and Specifications or District Improvement Standards does not excuse Developer from complying with all terms thereof. The fact that District inspects the construction of work and notifies Developer of deviations or failures to construct them pursuant to the Plans and Specifications or District Improvement Standards shall not be deemed a representation or acknowledgment by District that the works have been built in accordance therewith.

8. INDEMNIFICATION:

Developer shall defend and indemnify District from any and all claims, including actions for declaratory or injunctive relief, arising out of or relating to this Agreement or the construction of the A-Line Replacement.

- 9. CONVEYANCE:** Within ninety (90) days after completion of construction of the A-Line Replacement in accordance with this Agreement, Plans and Specifications, and District Improvement Standards:
- a. Developer shall offer to dedicate the materials comprising the completed work to District free and clear of all liens and encumbrances, by documents of conveyance satisfactory to District. Conveyance by Developer shall not be complete, nor shall service be provided to Phase 1, until acceptance of the A-Line Replacement by the Board of Directors.
 - b. Developer shall provide District with one set of 24"x 36" reproducible record drawings of the completed project, including street centerline station ties to house service line/main line connection points, on matte mylar (5 mil minimum);
 - d. Developer shall furnish to District a bond, irrevocable letter of credit, cash deposit, or other form of surety meeting District's approval, in the amount of 25% of the actual cost of the A-Line Replacement as determined by the District Engineer, protecting District against any failure of the work due to faulty materials, poor workmanship, or defective equipment, occurring within a period of one (1) year after acceptance of the A-Line Replacement by District's Board of Directors. Any bond shall name Developer as Principal and District as Obligee.
- 10. CORRECTION OF DEFECTS IN MATERIAL AND WORKMANSHIP:** Developer warrants that the A-Line Replacement will be constructed in accordance with Plans and Specifications and District Improvement Standards and be free of defects in material and workmanship. Developer shall, without delay and upon notice from District, repair or replace, as required, all defects in materials or workmanship appearing in the twelve (12) months following acceptance by District. District may, at its option demand that Developer cure such defects at Developer's sole cost and expense with Developer's crews and equipment, or District may undertake such repairs and Developer shall reimburse District for the costs thereof within thirty (30) days of invoicing by District. Notwithstanding the twelve (12) month period for cure of defects, and the term of the bond described in Paragraph 10(d) above, nothing herein will limit the otherwise applicable statute of limitations allowed under California Law related to actions by District for breach of this Agreement.
- 11. APPLICATION FOR SEWERAGE SERVICE:.** The Phase 1 Project Sewer System will not be connected to the District's System, other than for testing purposes, until (i) the A-Line Replacement is conveyed to District and formally accepted by District as specified in Paragraph 9, above, and, (ii) proper applications for sewer service have been filed with and accepted by District. This Agreement and any services provided by District hereunder are limited to Phase 1. Services will not be provided for a Phase 2 unless and until a separate Development Agreement is made.

12. **OBLIGATION FOR PIPELINE AND/OR FACILITIES:** District shall be under no obligation to provide additional pipelines and/or facilities in order to serve the Project.
13. **RESPONSIBILITY FOR RATES, FEES AND CHARGES FOR SERVICE:** All sanitary sewer service made available by District to users of the Project Sewer System shall be at the established rates and charges as fixed by District's Board of Directors from time to time, including all applicable connection fees and capacity charges, periodic service charges, and surcharges required to retire the loan to the District made by the USDA Rural Development. Prior to connecting any residential structure or other structure requiring wastewater discharge to District's System, payment of District's Sewer Connection Fee (\$200/EDU or the prevailing rate at time of connection), District's Capacity Charge (\$4,777/EDU or the prevailing rate at the time of connection) and Sewage Commission Oroville Region's (SC-OR) Regional Facility Charge (\$6,638/EDU or prevailing rate at time of connection) shall be made.
14. **NOTICES:** Notices or requests from any party to this Agreement to the remaining parties thereof shall be in writing and delivered or mailed, postage prepaid, to the following addresses:

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT
1960 Elgin Street
Oroville, California 95966
Attention: David Goyer, General Manager

DEVELOPER
777 West Putnam Avenue
Greenwich, CT 06830
Attention: Ms. Miller

With a copy to:

2727 Newport Boulevard, Suite 203
Newport Beach, CA 92663
Attention: Rick Westberg

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of both parties. Developer shall not assign any of his rights, duties or obligations under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld.
16. **DISTRICT POWERS:** Nothing in this Agreement shall be deemed to limit, restrict, or modify any right, duty, or obligation given, granted, or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, nor to limit or restrict the power or authority of District, including the enactment of any rules, regulations, resolutions or ordinances.

17. TERMINATION: District may, in its sole discretion, terminate this Agreement if District determines that construction of the A-Line Replacement has not been completed in accordance with Plans and Specifications and District Improvement Standards within 365 days of the date of approval of this Agreement by District's Board of Directors. Termination of this Agreement does not relieve Developer of its obligation to pay District's expenses incurred in the review and approval of plans and specifications or the inspection of the work.

18. DISTRICT OBLIGATION TO PAY FOR A-LINE REPLACEMENT:
DISTRICT OBLIGATION TO PAY FOR A-LINE REPLACEMENT: The A-Line Pipeline Replacement Project is designed to serve Developer's Lincoln Street Affordable Housing Development, Phases 1 and 2. The A-Line Project is both necessary for the service of these buildings and an improvement to District's System. District will, therefore, contribute to the cost of constructing the A-Line as follows:

Upon Developer's completion of the A-Line Replacement in accordance with Plans and Specifications and District Improvement Standards, and District's acceptance of the work, District will pay Developer \$314,551. Payment will be made within 30 days of District acceptance.

If Developer's Phase 2 is constructed and completed pursuant to separate Development Agreement, and if the terms and conditions of that agreement are met, District will pay to Developer an additional amount for A-Line Replacement cost, as determined in the Phase 2 Development Agreement. Payment will be made within 30 days of proof of compliance.

Except as provided in this Paragraph, 18 the District is not obligated to pay or reimburse Developer for its A-Line Replacement cost.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LAKE OROVILLE AREA PUBLIC UTILITY

DISTRICT:

By: President

ATTEST:

By: General Manager

DEVELOPER:

DEVELOPER/OWNER:

RICHMAN OROVILLE APARTMENTS, LP, a Delaware limited partnership

By: Butte County Affordable Housing Development Corporation, a California nonprofit public benefit corporation, its managing general partner

By: _____
Edward S. Mayer, President

By: Richman Oroville GP, LLC, a Delaware limited liability company, its administrative general partner

By: TRG Oroville Member, LLC, a Delaware limited liability company, its manager

By: _____
Rick Westberg
Executive Vice President

By: The Richman Group of California Development Company LLC, a California limited liability company, its co-general partner

By: _____
Rick Westberg
Executive Vice President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

DEPICTION OF THE PROJECT

LAKE OROVILLE PUBLIC UTILITY DISTRICT

1960 ELGIN STREET
 OROVILLE, CA 95966
 TEL. (530) 533-2000

**A-LINE PIPELINE REPLACEMENT
 PRELIMINARY DESIGN DRAWINGS**

January 4, 2024

SHEET INDEX

1. G1 - COVER
2. C1 - PLAN/PROFILE STA. 10+00-22+00
3. C2 - PLAN/PROFILE STA. 22+00-33+00
4. C3 - PLAN/PROFILE STA. 33+00-35+00
5. D1 - UPRR CROSSING DETAILS
6. D2 - LOOPUD STANDARD DETAILS

TOPOGRAPHIC SURVEY NOTES

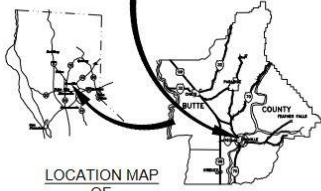
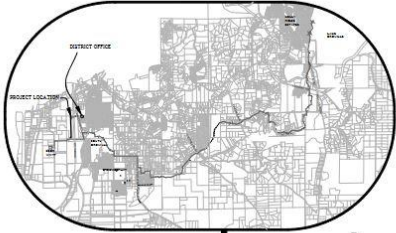
1. THIS IS NOT A SURVEYING ENGINEERING. THE LIABILITY IS ASSUMED BY THE USER FOR THE EXISTENCE OF ANY UNDETERMINED ENCUMBRANCES AND INTERFERENCES IN CONNECTION WITH THESE OBJECTS.
2. MATERIALS THAT SHOW ON THIS TOPOGRAPHIC SURVEY ARE LIMITED TO THOSE THAT WERE OBSERVED BY SURFACE MEASUREMENTS AND PHOTOGRAMMETRY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY MATERIALS NOT SHOWN ON THIS TOPOGRAPHIC SURVEY.
3. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY MATERIALS NOT SHOWN ON THIS TOPOGRAPHIC SURVEY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY MATERIALS NOT SHOWN ON THIS TOPOGRAPHIC SURVEY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY MATERIALS NOT SHOWN ON THIS TOPOGRAPHIC SURVEY.
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5. TO OBTAIN ELEVATIONS ON THE ROAD BE DATA AND ROAD TO THE ELEVATIONS SHOWN HEREON, ELEVATIONS WERE TAKEN FROM THE MONUMENTS AND BENCH MARKS AS SHOWN ON THIS TOPOGRAPHIC SURVEY. POINTS WERE TAKEN FROM THE MONUMENTS AND BENCH MARKS AS SHOWN ON THIS TOPOGRAPHIC SURVEY.
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7. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY MATERIALS NOT SHOWN ON THIS TOPOGRAPHIC SURVEY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY MATERIALS NOT SHOWN ON THIS TOPOGRAPHIC SURVEY.
8. FIELD SURVEY COMPLETED ON JANUARY 14, 2023.

ABBREVIATIONS


- BY - BENCH MARK
- BM - BENCH MARK
- SM - SURVEY MONUMENT
- SM - SURVEY MONUMENT

LEGEND

- PROJECT BENCHMARK
- EXISTING SURVEY BENCHMARK
- EXISTING ROAD OR HIGHWAY
- EXISTING LIMITS OF RIGHTS OF WAYS THAT OVERLAP WITH THE BENCH LINE OR IS OF UNIFORM WIDTH
- EXISTING UNDERGROUND SURVEY BENCHMARK
- EXISTING ROAD OF FRONTAGE
- EXISTING TOP OF BANK
- EXISTING TOE OF BANK
- EXISTING SHOULDER BENCH
- EXISTING MAJOR CENTERLINE AT INTERVALS
- EXISTING MAJOR CENTERLINE AT 1/2 INTERVALS



LOCATION MAP OF PROJECT AREA

Prepared Under Direction Of:  Date _____
 Keith S. Knibb
 Approved By: _____ Date _____
 David Goyer, General Manager

A-LINE REPLACEMENT	COVER SHEET
LAKE OROVILLE AREA DISTRICT	BUTTE COUNTY, CALIFORNIA
1960 ELGIN STREET OROVILLE, CA 95966 TEL. (530) 533-2000	SAVARS Engineering, Inc. 1501 Progress Way, Suite 100 Oroville, CA 95966 (530) 533-7222
PROJECT NO. _____	DATE _____
DRAWN BY _____	CHECKED BY _____
SCALE _____	SHEET NO. G1
DATE _____	PAGE 1 OF 6

EXHIBIT "C"

DEDICATION

TO: LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT

1960 Elgin Street
Oroville, California 95966

I/We hereby offer to convey, transfer and dedicate all right, title and interest in and to that certain sewerage system and appurtenances, including all necessary rights of access and easements required for District to have unrestricted right and access to own, operate, maintain, repair and replace said system and appurtenances more particularly described in Exhibit "B", attached to the Development Agreement by and between Lake Oroville Area Public Utility District and _____, for _____ dated _____, a copy of which is on file in the District office located at the address noted above; to Lake Oroville Area Public Utility District. The undersigned further warrant to said District that the Regional Facility is free and clear of all liens, encumbrances and other expenses and that it has been constructed in accordance with the Plans and Specifications approved by the District.

Dated: _____

DEVELOPER/OWNERS:

By: _____
for Developer

EXHIBIT "D"

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Lake Oroville Area Public Utility District ("District") requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, official employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Verification of Coverage

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Renewal

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Lake Oroville Area Public Utility District at least ten (10) days prior to the expiration date.

Signature of Contractor's Authorized Official:

EXHIBIT X

LEGAL DESCRIPTION/DEPICTION OF THE REGIONAL FACILITY



Manager's Report

To: Board of Directors
From: David Goyer, General Manager
Date: April 19, 2024

RE: Item No. 3 – Memorandum of Understanding Between the City of Oroville and the Lake Oroville Area Public Utility District

GM Goyer will present the Memorandum of Understanding Between the City of Oroville and the Lake Oroville Area Public Utility District for the sewer line replacement at the Oroville Rescue Mission Pallet Shelter Project.

Attachment Included

Recommended Action: A motion to approve Memorandum of Understanding Between the City of Oroville and the Lake Oroville Area Public Utility District and direct President Marciniak and GM Goyer to execute the agreement as presented.

Roll Call Vote

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OROVILLE
AND THE LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 2nd day of April 2024, by and between the CITY OF OROVILLE, a California municipal corporation (“City”), in partnership with the Oroville Rescue Mission (“ORM”) and the LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT (“LOAPUD”) for collaboration on the replacement of a sewer main on a project site located at 4248 Lincoln Blvd., Oroville, CA (“Project Site”).

WHEREAS, the City has entered into a lease with the Oroville Rescue Mission (“ORM”) to lease property at the Project Site for a Navigation Center know as Mission Esperanza; and

WHEREAS the Project Site is being renovated to develop the Navigation Center and through the plan check process, it was determined that there are sewer lines in the ground at the Project Site for which no recorded easements exist; and

WHEREAS, the sewer line running east/west on the northern portion of the Subject Property is not sufficiently deep in the ground to allow for installation of the improvements as planned by the City and ORM; and

WHEREAS, the Parties desire to enter into this MOU to further the goals of each Party related to the Project Site and the sewer lines located thereon.

NOW, THEREFORE, in exchange for the consideration as outlined in this MOU, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated as if fully set forth herein.
2. LOAPUD shall upgrade and replace the sewer line running east and west on the northern portion of the Subject Property. LOAPUD and the City shall share in the total reasonable construction costs with each paying 50%, but in no event shall the City’s portion be in excess of \$15,000. The City shall utilize Encampment Resolution Funding (ERF) to pay its portion of the construction costs.
3. ORM and the City agree to grant and record appropriate easements to LOAPUD related to the east/west sewer line on the north side of the Subject property, and the north/south sewer main currently in existence on the Subject Property with language to be mutually agreeable to all Parties. LOAPUD shall pay the total cost of establishing the easement.
4. In addition, ORM and the City agree to grant and record an appropriate easement to LOAPUD for a future sewer line and manhole to run from LOAPUD’s north/south main near the southern border of the Subject Property to the western edge of the Subject Property. Such easement shall be in a mutually agreeable location. LOAPUD shall pay the total cost of establishing the easement. All future construction costs related to this new sewer line shall be paid for exclusively by LOAPUD.
5. LOAPUD shall commence work on the east/west sewer line replacement no later than April 1, 2024, and make every effort to be completed by April 26, 2024, but in no event later than May 30, 2024.

6. ORM and the City agree to grant access to LOAPUD staff and/or contractors to perform work on the Project Site related to the east/west sewer line.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date set forth above.

CITY:

LOAPUD:

ORM:

Brian Ring, City Administrator

David Goyer, General Manager

Allan Dikes, Exec. Director

Date

Date

Date