

RESOLUTION NO. 2182

**RESOLUTION OF APPLICATION AND APPROVAL
OF THE REQUESTED ANNEXATION TO THE
OLIVEHURST PUBLIC UTILITIES DISTRICT
(Arboga Elementary School, Marysville Joint Unified School District)**

WHEREAS, The owners of the real property, known as the Marysville Joint Unified School District have requested annexation to the Olivehurst Public Utilities District for the purpose of receiving domestic water, waste water, park maintenance and recreation services, and

WHEREAS, The District's engineer has confirmed that the real property to be annexed is adequately described in the legal description attached hereto and marked Exhibit "A" and is shown on the plat map attached hereto and marked Exhibit "B", and

WHEREAS, On the terms and conditions hereinafter set forth the District desires to annex the real property and upon compliance of MJUSD with the terms and conditions hereof, and the installation of any required waste water and domestic water facilities, District will have both the capacity and ability to adequately provide the requested services without adversely impacting the provision of these services to the District's existing customers, and

WHEREAS, The District acknowledges the requirement that the Yuba County Local Agency Formation Commission must concur in the approval of this annexation before it may be deemed complete.

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Directors of the Olivehurst Public Utilities District that:

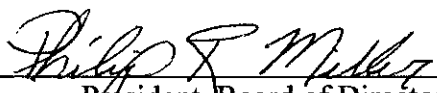
The above Recitals are true and correct.

1. The requested annexation of the real property described in Exhibit "A" is hereby approved by this Board of Directors subject to the performance of all of the terms and conditions set forth in the Pre-Annexation Agreement, a copy executed by the property owner(s) is attached hereto and marked Exhibit "C".
2. The approval of this annexation by does not guarantee to the property owner any rights to receive the requested services until any required capacity expansions are completed by OPUD and all of the terms and conditions relating to the provision of such services have been fully performed and this annexation is approved by Yuba County Local Agency Formation Commission. Additional terms and conditions could be imposed by LAFCO subject to their acceptance by this Board.

3. Pursuant to the District's adopted annexation procedure an application for approval of this annexation will be filed by the property owner with the Local Agency Formation Commission, together with all required legal descriptions, boundary surveys, location maps, and filing fees. The General Manager is authorized and instructed to execute the attached Pre-annexation Agreement and deliver a certified copy of this Resolution to the Yuba County Local Agency Formation Commission, together with any other requested information required to support the Commission's action.
4. The District agrees, for purposes of this annexation, it shall not receive nor will there be any exchange of any share of property tax revenue (including base tax revenue and annual tax increment) belonging to the County or any taxing agency.
5. The District designates the Yuba County Local Agency Formation Commission as the "lead Agency" with respect to any environmental assessment that is required in the consideration of this annexation request.
6. When a certified copy of the LAFCO Commission's Resolution approving the annexation has been returned to the District, and any additional terms and / or conditions imposed thereon accepted by this Board of Directors, the District's engineer shall amend the legal description and jurisdictional boundary map of the District to reflect the approved annexation.

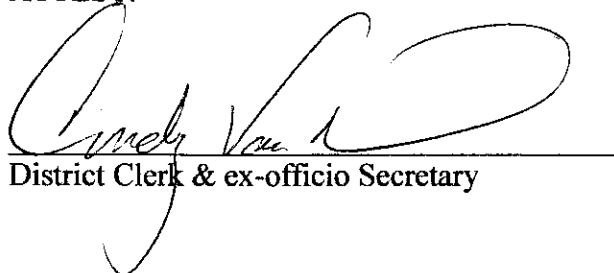
PASSED AND ADOPTED THIS 17th DAY OF JULY 2008.

OLIVEHURST PUBLIC UTILITY DISTRICT



President, Board of Directors
Olivehurst Public Utility District

ATTEST:



District Clerk & ex-officio Secretary

**APPROVE AS TO FORM AND LEGAL
SUFFICIENCY**



Legal Counsel

I hereby certify that the foregoing is a full, true, and correct copy of an Ordinance duly adopted and passed by the Board of Directors of the Olivehurst Public Utility District, Yuba County, California, at a meeting thereof held on the 17th day of July 2008, by the following vote:

AYES, AND IN FAVOR THEREOF:	Director Morrison, Carpenter, Hollis, and Patty.
NOES	: None.
ABSTAIN	: None.
ABSENT	: Director Miller.

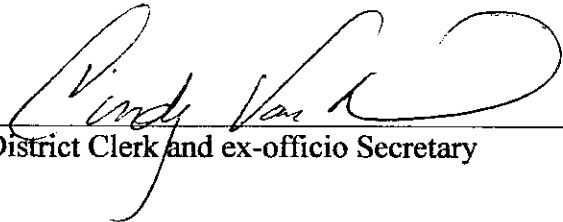

District Clerk and ex-officio Secretary

Exhibit A
Legal Description

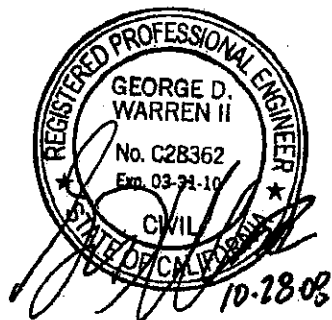
A parcel of land situated in the unincorporated area of Yuba County, State of California and being a portion of Arboga Colony as shown on the plat of Arboga Townsite filed in the Office of the Recorders, County of Yuba, State of California in Book 1 of Maps at Page 32, Blocks 36, 38, 39 and 40, Lots 6, 7, 8, 9 & 10 of Block 35, and Lots 18, 19, 20, 21, 22, 23, 24, and 25 of Block 37 of aforesaid Map along with vacated streets within said Blocks and one half streets and alley adjoining said property except Anderson Street and Fifth Street as shown on aforesaid Map. Being described as follows:

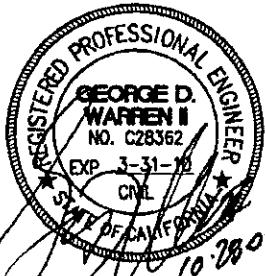
Being at the intersection of the Northerly Right of Way of Anderson Street and the Westerly Right of Way of Fifth Street said Point being the True Point of Beginning and goes the following eight (8) courses:

Thence from said point of beginning the following 18 courses:

1. Along the Northerly Right of Way of Anderson Street North $89^{\circ}40'02''$ East 950.53 feet to the Easterly Right of Way of Northern Electric Railway as shown on aforesaid Map
2. Along the Easterly Right of Way of Northern Electric Railway North $17^{\circ}47'25''$ West 487.52 feet to the Center Line of an alley as shown on aforesaid Map
3. North $89^{\circ}40'02''$ East along the Center Line of aforesaid alley 467.47 feet to the Center Line intersection of Third Street as shown aforesaid Map
4. North $00^{\circ}16'10''$ West along the Center Line of Third Street 135.06 feet to the Southerly Right of Way of Broadway as shown aforesaid Map
5. Along the Southerly Right of Way of Broadway North $89^{\circ}40'02''$ East 329.92 feet to the Center Line of Fourth Street as shown aforesaid Map
6. Along the Center Line of Fourth Street South $00^{\circ}15'44''$ East 135.03 feet to the Center Line Intersection of an alley as shown aforesaid Map
7. Along the Center Line of said alley North $89^{\circ}40'02''$ East 300.01 feet to the Westerly Right of Way of Fifth Street
8. Along the Westerly Right of Way Fifth Street South $00^{\circ}15'36''$ East 465.09 feet to the Point of Beginning

Containing sq. ft. 520,770.00 acres 11.96





DRAINAGE CANAL
 R.D. 784 - FORMERLY KNOWN AS NOTHERN ELECTRIC
 RAILWAY PER BOOK 1 OF MAPS PAGE 32

R.D. 784
 ARBOGA ROAD

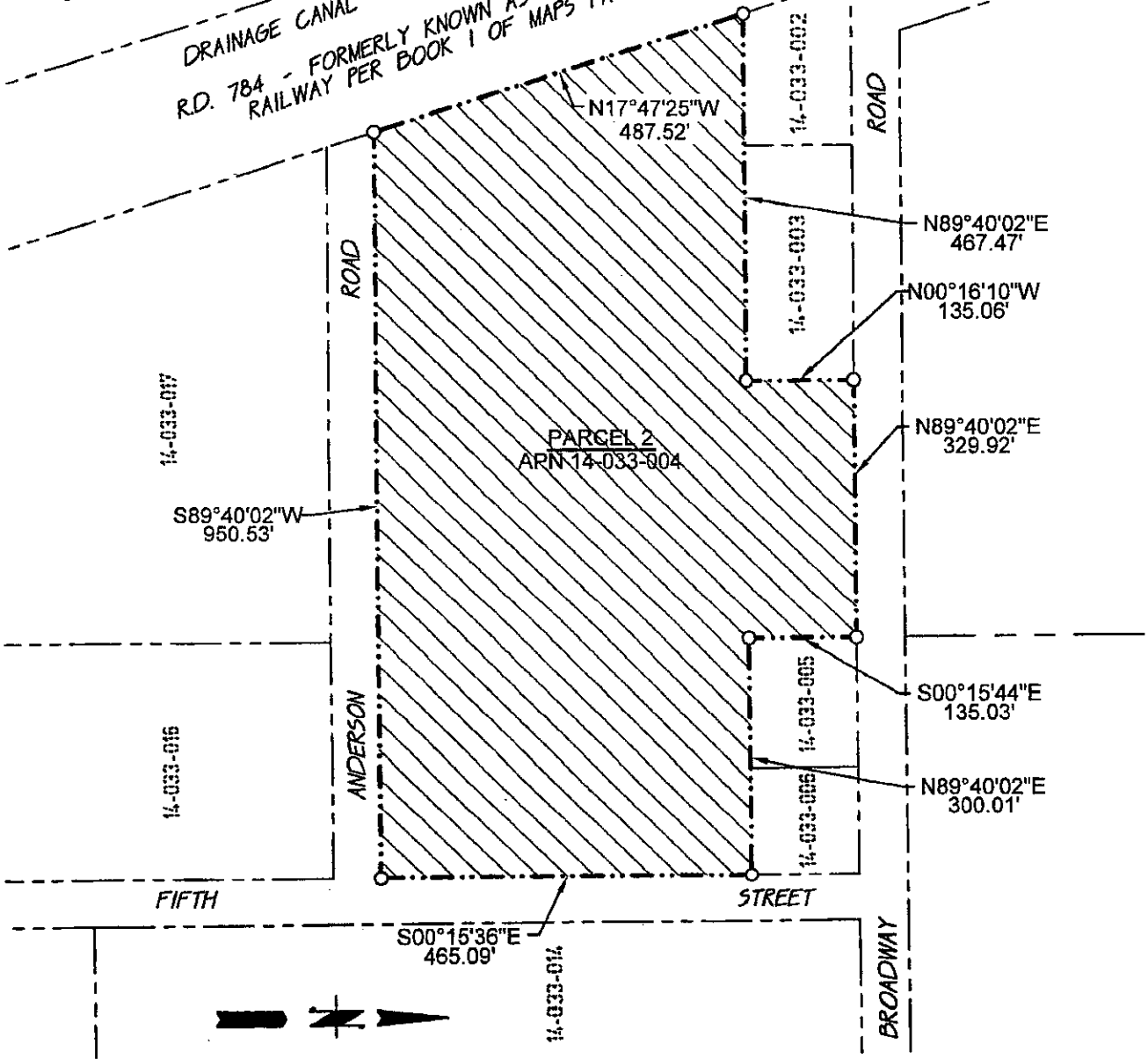


EXHIBIT "B"

**ARBOGA ELEMENTARY
 SCHOOL
 SANITARY SEWER
 ANNEXATION**

JOB NO.
 06-045

DATE
 10-2708

SHEET
EXH

SCALE
 1"=200'

06-045 ANNEX

□
□

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□
Parcel name: 2□

n
North: 14655.7866 East : 15277.6998 □
Line Course: S 89-40-02 W Length: 950.53
North: 14650.2659 East : 14327.1859 □
Line Course: N 17-47-25 W Length: 487.52
North: 15114.4733 East : 14178.2321 □
Line Course: N 89-40-02 E Length: 467.47
North: 15117.1884 East : 14645.6942 □
Line Course: N 00-16-10 W Length: 135.06
North: 15252.2469 East : 14645.0590 □
Line Course: N 89-40-02 E Length: 329.92
North: 15254.1631 East : 14974.9735 □
Line Course: S 00-15-44 E Length: 135.03
North: 15119.1345 East : 14975.5915 □
Line Course: N 89-40-02 E Length: 300.01
North: 15120.8770 East : 15275.5964 □
Line Course: S 00-15-36 E Length: 465.09
North: 14655.7917 East : 15277.7069 □

n
Perimeter: 3270.63 Area: 520,770 sq.ft. 11.96 acres□

n
Mapcheck Closure - (Uses listed courses, radii, and deltas)□
Error Closure: 0.0087 Course: N 53-56-19 E□
Error North: 0.00514 East : 0.00706 □
Precision 1: 375,934.48 □

**PRE-ANNEXATION AGREEMENT
OLIVEHURST PUBLIC UTILITIES DISTRICT AND THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, ARBOGA ELEMENTARY
SCHOOL**

This Pre-Annexation Agreement is made and entered into this 17th day of July, 2008, by and between the Olivehurst Public Utilities District (OPUD) and Marysville Joint Unified School District, ("MJUSD"). Upon the approval of the annexation of MJUSD's land referenced herein into OPUD by the Local Agency Formation Commission (LAFCO) under terms and conditions acceptable to OPUD and MJUSD, and performance of the terms and conditions set forth in this Agreement, OPUD will provide MJUSD's Arboga Elementary School project (described in Exhibit "A") with sewer collection and treatment, and with potable water service.

I. SEWER TREATMENT AND COLLECTION CAPACITY:

(A) Treatment Plant. OPUD has adopted a two phased plan to provide capacity in its Wastewater Treatment Plant ("WWTP") to serve new development within the OPUD boundary. Phase I has been completed, with construction of Phase II to be scheduled when reasonably anticipated demand exceeds available Phase I capacity. To pay its share of the cost to construct and increase as necessary wastewater treatment capacity needed to serve the school site, MJUSD shall pay Wastewater Treatment Plant Capacity fees at the rate in effect at the time the school site is connected to OPUD's trunk collector system. As of the execution hereof, Phase I capacity in the WWTP is available to serve MJUSD's project, however it's understood that OPUD does not guaranty capacity for any entity and available Phase I capacity will be allocated to new development on a first come-first served basis.

(i) Payment of Plant Capacity Fees. MJUSD shall pay, prior to connection of the school to the OPUD Waste Water Collector System, the Waste Water Treatment Plant Capacity Fee (the "WWTP Fee") established by its Board of Directors in accordance with the provisions of the current financing plan. As of the date hereof, the fee is \$ 6,921.00 /EDU (times the calculated EDU's of the school), but is subject to annual review and change as directed by OPUD. OPUD does not guarantee sewer treatment capacity will be available to serve the project at the time when the MJUSD completes the project. Delays in financing and /or constructing Phase II may result in a moratorium on connections to the WWTP until such expansion is completed.

(B) Sewer Collector System. MJUSD shall, to District's specifications, design and install the required on site sewer collector facilities having a design capacity to serve all of the Arboga Elementary School. The on site sewer system will connect to the existing force main in Arboga Road at Plumas Arboga Road.

(i) MJUSD shall pay the then current Sewer Collector System Capacity fee (the "Collector System Fee") within ten days of connection to OPUD's Waste Water Collector System in Arboga Road, or such other point as is designated by OPUD. Said Collector System Fee is currently established in the amount of \$1,982.00 /

EDU (times the calculated EDU's of the school), but is subject to change from time to time by action of the Board of Directors. Funds received by OPUD from said fees will be utilized by OPUD to reimburse others who installed any oversized collector or transmission facilities which benefit the MJUSD's Project. MJUSD shall be entitled to credit against the Sewer Connection fees for the costs of any eligible OPUD Backbone Sewer Collection System Improvements identified in the Economic and Planning Systems' Fee Study prepared for OPUD that are paid for and constructed by MJUSD.

If MJUSD's sewer collector improvements include oversizing in order to serve likely future development, MJUSD shall be entitled to reimbursement of said oversizing cost, as confirmed by a benefit assessment analysis, subject to and at the time such reimbursements are recovered in fees charged to others using the oversized facilities installed by MJUSD. The terms and procedure for the application of credits and/or reimbursements shall require the negotiation and execution of a subsequent reimbursement agreement between MJUSD and OPUD. It's understood that the timing of actual reimbursement shall depend on collection and on prior reimbursement obligations of OPUD for facilities earlier by others.

II. WATER CAPACITY:

MJUSD shall, to District's specifications, design and install the required potable water system to serve the Arboga Elementary School project. An engineering study was commissioned by OPUD of the Plumas Lakes Specific Plan area which determined the main waterline delineation, and the estimated costs thereof throughout the Plumas Lakes Specific Plan Area, including the Arboga Elementary School project (the "Water Master Plan"). Water System Capacity Fees to be paid by MJUSD shall include funding for its fair share of the costs of such study, and any required amendments or updates thereto, and its fair share of the new facilities recommended by the Water Master Plan as adopted by OPUD. It is understood and agreed that OPUD has commissioned an update of the Water Master Plan, which may result in increased facilities and costs required to serve the Plumas Lake Specific Plan area.

Upon connection of the school site to the OPUD Water System, MJUSD shall pay the Water System Capacity fee for the size of pipe serving the school site, as it has been established by the Board of OPUD. Said fee is, as of the execution hereof, for example; a 2-inch service is \$15,065.00 and a 4-inch service is \$72,729, but MJUSD shall pay the then effective fee within ten days prior to actual connection to OPUD's system, including any increased fees established as required under any updates of the Water Master Plan. MJUSD shall be entitled to a credit for the costs of eligible OPUD Backbone Water Collection System Improvements constructed by MJUSD that may be of benefit to other development at the time fees therefore are received from such future development. MJUSD's Backbone Water Collection System Improvements shall include a 12" water main in Broadway Road and an 18" water main in Arboga Road which will connect to the water main installed in Arboga Road at Plumas Arboga Road.

To the extent that MJUSD's Backbone Water Collection System Improvements include oversizing, as noted above, in order to serve likely future development, MJUSD shall be entitled to reimbursement of said oversizing cost, as confirmed by a benefit assessment analysis, provided such reimbursements are recovered from others using the oversized system. The terms and procedure for the application of credits and/or reimbursements shall be the subject of negotiation and execution of a subsequent agreement between MJUSD and OPUD governing such reimbursement. It's understood that actual reimbursement shall be subject to collection of fees, and on prior reimbursement obligations of OPUD for facilities previously installed by others.

III. GENERAL PROVISIONS:

(A) Except as provided above, MJUSD shall also pay all other lawful fees in force and effect as required by OPUD resolutions and ordinances at the time of construction. These may include capacity charges, and fire protection fees as well as in-house and consultant costs incurred by OPUD in the administration, review, and approval of required agreements and proceedings.

(B) Any water or sewer facilities, constructed or installed by MJUSD, that are to be owned and operated by OPUD, must be completed in accordance with plans and specifications approved by OPUD, inspected during construction and approved for acceptance by OPUD's engineer prior to acceptance by OPUD. No acceptance by OPUD shall occur until the capacity fees noted above are paid to OPUD.

(C) MJUSD shall pay all other application, LAFCO (including the State fees) administrative (including legal and consultative costs) plan check, and construction inspection fees and charges lawfully imposed by OPUD within thirty (30) days of billing. At OPUD's request, MJUSD shall deposit estimated costs with OPUD to use as costs are incurred. If LAFCO imposes additional obligations on OPUD required to complete the annexation, including without limitation approval of the Federal Department of Justice under the Voting Rights Act, then OPUD shall not be obligated to comply therewith unless the costs thereof are reimbursed by MJUSD. This provision, however, shall not prohibit either OPUD nor MJUSD from protesting or contesting such imposition by LAFCO.

(D) Upon the approval by the Local Agency Formation Commission, under terms and conditions reasonably acceptable to OPUD and MJUSD, of the annexation of the real property described in Exhibit "A" to OPUD, OPUD will issue sewer and water "will serve letters" for the Arboga Elementary School project. Said letters will not be final but will be conditioned upon the construction of all required facilities by MJUSD and the compliance with the terms hereof, including without limitation payment of all required fees and charges of OPUD and negotiation and execution of all required agreements referred to above. "Will serve letters" do not guaranty MJUSD that WWTP or domestic water capacities will be available at such time as construction, but OPUD shall provide access to said capacity as available, or as and when constructed if additional capacity must be constructed.

(E) This Agreement, and all the provisions, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

Executed in Yuba County, California this 22nd day of July 2008.

School District

By: Mark Allgire
Mark Allgire
Marysville Joint Unified School District

Olivehurst Public Utility District

By: Timothy R. Shaw 1/26/09
Timothy R. Shaw
Its General Manager