



**SPMUD BOARD OF DIRECTORS  
REGULAR MEETING: 4:30 PM**

**January 7, 2016**

SPMUD Board Room  
5807 Springview Drive, Rocklin, CA 95677

The District's regular Board meeting is held on the first Thursday of every month. This notice and agenda is posted on the District's web site ([www.spmud.ca.gov](http://www.spmud.ca.gov)) and posted in the District's outdoor bulletin board at the SPMUD Headquarters at the above address. Meeting facilities are accessible to persons with disabilities. Requests for other considerations should be made through the District Headquarters at (916)786-8555.

**AGENDA**

**I. CALL MEETING TO ORDER**

**II. ROLL CALL OF DIRECTORS**

Director Gerald Mitchell,	Ward 1
Director William Dickinson,	Ward 2
President John Murdock,	Ward 3
Director Victor Markey,	Ward 4
Director James Williams,	Ward 5

**III. PLEDGE OF ALLEGIANCE**

**IV. CONSENT ITEMS**

[pg 1 to 37]

Consent items should be considered together as one motion. Any item(s) requested to be removed will be considered after the motion to approve the Consent Items.

ACTION: (Voice vote)

***Motion to approve the consent items for the January 7, 2016 meeting***

1. MINUTES from the December 3, 2015 Regular Board Meeting.
2. ACCOUNTS PAYABLE in the amount of \$506,903.31 through December 30, 2015.
3. MONTHLY INVESTMENT REPORT in the total amount of \$51,153,413.54, through December 30, 2015.
4. BILLS OF SALE Acceptance of the Bill of Sale for sewer improvements in the Brighton Subdivision located in Rocklin at the intersection of Granite Drive and Dominguez Road.
5. BILLS OF SALE Acceptance of the Bill of Sale for sewer improvements within Spring Valley Phase I, Village 1 Subdivision.

6. STATUS REPORT ON EASEMENT ENCROACHMENTS A status report identifying 43 potential encroachments on District easements.
7. CONSTRUCTION COOPERATION & REIMBURSEMENT AGREEMENT FOR THE FRONT STREET REALIGNMENT AGREEMENT – RESOLUTION 16-01 An Agreement with the City of Rocklin to coordinate sewer work with improvements the city is making to the roadway.

**V. PUBLIC COMMENTS**

Items not on the Agenda may be presented to the Board at this time; however, the Board can take no action.

**VI. BOARD BUSINESS**

Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.

**1. CONSIDERATION OF THE BOARD PRESIDENT, VICE-PRESIDENT & APPOINTMENTS TO THE TEMPORARY ADVISORY COMMITTEES FOR 2016** [pg 38]

Recommendation:

Staff recommends that President Murdock dissolve all Advisory Committees for 2015 and in accordance with Resolution 03-02, will call for a motion confirming Vice-President Will Dickinson as Board President for 2016. The new President should call for nominations and appointment for the position of Vice-President of the Board for 2016. The new President may appoint any temporary advisory committee(s) for the upcoming year.

Action Requested: (Voice vote)

1. **Motion to seat President Dickinson as Board President for 2016**
2. **Motion to nominate and appoint a new Vice-President for 2016**
3. **The new President will establish Temporary Advisory Committees for 2016**

**2. CONDUCT A PUBLIC HEARING AND ADOPT RESOLUTION 16-02 APPROVING A JPA RELATED TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AND ADOPT RESOLUTION 16-03 APPROVING THE DISTRICTS INTENT TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM** [pg 39 to 77]

Recommendation:

Staff recommends that the Board conduct a Public Hearing to provide members of the public an opportunity to provide testimony regarding SCIP and the proposed action; and authorize the approval of Resolution 16-02 & 16-03, to enter into a Joint Powers Agreement with the California Statewide Communities Development Authority and join the SCIP program.

Action Requested: (Roll Call vote)

Adopt the following resolutions:

- 1. Resolution 16-02, authorizing staff to execute an amended Joint Exercise of Powers Agreement to the California Statewide Communities Development Authority.**
- 2. Resolution 16-03, authorizing the District to join the Statewide Community Infrastructure Program (SCIP), and authorizing the California Statewide Communities Development Authority to accept applications from property owners, Conduct Special Assessment Proceedings and Levy Assessments within the territory of the South Placer Municipal Utility District; and approval of the Form of Acquisition Agreement.**

## **VII. REPORTS**

[pg 78 to 83]

The purpose of these reports is to provide information on projects, programs, staff actions and committee meetings that are of general interest to the Board and public. No decisions are to be made on these issues.

1. Legal Counsel (A. Brown)
2. General Manager (H. Niederberger)
  - 1) FSD, ASD & TSD Reports
  - 2) Informational items
3. Director's Comments:

Directors may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

## **VIII. CLOSED SESSION**

The Board will convene into Closed Session for review of the Memorandum of Understanding and Labor Negotiations (Government Code Section 54957.6).

## **IX. RETURN TO OPEN SESSION**

The Board will return into open session and report any action taken in closed session.

## **X. ADJOURNMENT**

If there is no other Board business the President will adjourn the meeting to its next regular meeting on February 4, 2016 at 4:30 p.m.

**BOARD MINUTES  
SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

<b>Meeting</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
Regular	District Office	December 3, 2015	4:30 p.m.

**I. CALL MEETING TO ORDER:** The Regular Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Murdock presiding at 4:30 p.m.

**II. ROLL CALL OF DIRECTORS:**

Present: Will Dickinson, Vic Markey, Jerry Mitchell, John Murdock

Absent: Jim Williams

Vacant: None

Staff: Herb Niederberger, General Manager  
Adam Brown, Legal Counsel  
Eric Nielsen, District Engineer  
Sam Rose, Superintendent  
Joanna Belanger, Administrative Services Manager  
Gary Gibson, Field Services Manager

Others: Bob Williams, RBC Capital Markets

**III. PLEDGE OF ALLEGIANCE:** Director Murdock led the Pledge of Allegiance.

**IV. CONSENT ITEMS:**

1. Minutes from the November 5, 2015 Regular Board Meeting.
2. Accounts Payable in the amount of \$639,012.57 through November 25, 2015.
3. Monthly Investment Report in the total amount of \$50,378,974.93 through November 25, 2015.
4. OPEB Actuarial Report Acceptance of July 1, 2015 Actuarial Report for other post-employment benefit (OPEB) liabilities.

Director Dickinson made a motion to approve items 1-3 on the consent calendar and pull item 4 for further discussion; a second was made by Director Mitchell, the motion carried 4-0.

A short discussion followed regarding the contents of the OPEB report. Director Dickinson made a motion to accept the OPEB report, a second was made by Director Mitchell, the motion carried 4-0.

**V. PUBLIC COMMENTS:**

President Murdock opened the Public Comments, hearing none, the public comments were closed.

**VI. BOARD BUSINESS:**

**1. Presentation of Statewide Community Infrastructure Program (SCIP)**

General Manager Niederberger introduced Bob Williams from RBC Capital Markets. Mr. Williams presented to the Board the components and process involved for the Statewide Community Infrastructure Program. After the presentation, board members had questions regarding the type of projects that SCIP typically finances, the process for a business to apply for funding to pay for developer

fees, and the process for the District to draw on the SCIP funds should they decide to join the program. Mr. Williams stated that the one of the advantages of SCIP is it is an alternative to a fee deferral program and that the program does fund some projects as low as \$200,000. The application to SCIP may contain other fees that the business needs assistance in funding. Director Dickinson stated that this may be a method to get away from some of the deferred Participation fees, and assist development to happen in a logical way.

The Board deliberated and directed staff to schedule a public hearing for the next board meeting in January 2016 and prepare the resolutions to join the SCIP program.

## **2. Fiscal Year 14/15 Audit Report**

General Manager Niederberger introduced Paul Stroub, from Stroub & Associates who provided a report to the Board regarding the fiscal year 14/15 Audit review and report, stating that the Audit was clean. Board members asked some clarification questions regarding line items within the Audit. A motion was made by Director Dickinson to receive the Fiscal Year 14/15 Audit Report, a second was made by Director Mitchell, the motion carried 4-0.

## **3. Consideration and Adoption of Resolution #15-27 adopting Policy 3120 – Investment of District Funds**

General Manager Niederberger presented Policy 3120, Investment of District Funds. He explained that the District is governed by the Public Utilities Code which allows the District to invest surplus funds, and governed by the Government Code which tells us which types of investment vehicles the District can invest in. The new policy 3120 proposes a dual portfolio, which consists of a liquidity and long term portfolio. GM Niederberger explained both portfolios and the types of investments the District would follow under Government Code Section 53601. Staff recommended that the District join CalTrust under the new policy, and also elaborated on the delegations of authority and transfers requiring resolutions of the board. GM Niederberger asked for adoption of the Policy and stated that staff would bring back a specific investment recommendation for the Boards approval at the February Meeting. A short discussion followed regarding the policy content and the intent to grow the Districts investments for the future and assist in not having fee increases. Legal Counsel Brown made a suggestion to remove the word surplus from both the policy and resolution. A motion was made by Director Dickinson to adopt the amended Resolution #15-27 and adopt Policy 3120 –Investment of District Funds, a second was made by Director Mitchell, the motion carried 4-0.

## **VII. REPORTS:**

- 1. District General Counsel (A. Brown):** General Counsel Brown had no report.
- 2. General Manager (H. Niederberger):**
  - A. ASD, FSD & TSD Reports:** General Manager Niederberger provided no further report.
  - B. Information Items:** No further information was reported.
- 3. Directors Comments:** No Director comments were made.

## **VIII. ADJOURNMENT**

The meeting was adjourned at 5:15 p.m. to the next regularly scheduled meeting on January 7, 2016 at 4:30 p.m.



Joanna Belanger, Board Secretary



South Placer Municipal Utility District, CA

# Check Report

By Check Number

Date Range: 11/25/2015 - 12/30/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
1369	Gaymond Lee Realtors	12/03/2015	Regular	0.00	-8.40	4955
1509	Crystal Communications	12/01/2015	Regular	0.00	230.00	6774
1089	Department of Consumer Affairs	12/01/2015	Regular	0.00	115.00	6775
1093	DMG Lawn Maintenance	12/01/2015	Regular	0.00	325.00	6776
1153	James Byrd Smoke Testing	12/01/2015	Regular	0.00	250.00	6777
1174	KBA Docusys, Inc.	12/01/2015	Regular	0.00	442.09	6778
1221	PG&E	12/01/2015	Regular	0.00	3,110.41	6779
1297	Stanley Convergent Security Solutions, Inc.	12/01/2015	Regular	0.00	443.11	6780
1029	Thomson Reuters/Barclays	12/01/2015	Regular	0.00	295.00	6781
1021	ARC	12/07/2015	Regular	0.00	111.16	6800
1004	AT&T	12/07/2015	Regular	0.00	105.34	6801
1022	AT&T	12/07/2015	Regular	0.00	210.68	6802
1031	Batteries Plus	12/07/2015	Regular	0.00	227.90	6803
1068	City of Roseville	12/07/2015	Regular	0.00	261,588.59	6804
1480	Herb Niederberger	12/07/2015	Regular	0.00	89.73	6805
1173	KBA Docusys	12/07/2015	Regular	0.00	224.38	6806
1186	Loomis Medical Clinic	12/07/2015	Regular	0.00	84.00	6807
1221	PG&E	12/07/2015	Regular	0.00	188.90	6808
1473	Pitney Bowes Purchase Power	12/07/2015	Regular	0.00	394.06	6809
1244	Preferred Alliance	12/07/2015	Regular	0.00	126.28	6810
1287	Sierra Safety	12/07/2015	Regular	0.00	10.75	6811
1333	SPOK, Inc.	12/07/2015	Regular	0.00	26.22	6812
1297	Stanley Convergent Security Solutions, Inc.	12/07/2015	Regular	0.00	3.00	6813
1499	TechRoe.com LLC	12/07/2015	Regular	0.00	800.00	6814
1327	US Bank Corporate Payment	12/07/2015	Regular	0.00	10,087.47	6815
	**Void**	12/07/2015	Regular	0.00	0.00	6816
	**Void**	12/07/2015	Regular	0.00	0.00	6817
	**Void**	12/07/2015	Regular	0.00	0.00	6818
1491	Vanguard Cleaning Systems	12/07/2015	Regular	0.00	395.00	6819
1492	Wave Broadband - Rocklin	12/07/2015	Regular	0.00	209.85	6820
1347	Western Placer Waste Management Authority	12/07/2015	Regular	0.00	42.71	6821
1240	Placer County Personnel	12/21/2015	Regular	0.00	2,622.50	6844
1246	Prudential Municipal Pool	12/21/2015	Regular	0.00	147.70	6845
1004	AT&T	12/21/2015	Regular	0.00	9.40	6846
1515	AT&T	12/21/2015	Regular	0.00	1.68	6847
1022	AT&T	12/21/2015	Regular	0.00	733.81	6848
1026	AUS Sacramento MC Lockbox	12/21/2015	Regular	0.00	560.52	6849
1073	Consolidated Communications	12/21/2015	Regular	0.00	687.21	6850
1086	Dataprose	12/21/2015	Regular	0.00	6,581.98	6851
1087	Dawson Oil Co.	12/21/2015	Regular	0.00	2,419.15	6852
1516	FYI Telecommunications	12/21/2015	Regular	0.00	155.00	6853
1139	Hill Rivkins Brown & Associates	12/21/2015	Regular	0.00	6,323.20	6854
1161	Joanna Belanger	12/21/2015	Regular	0.00	195.09	6855
1163	Joe Gonzalez Trucking, LLC.	12/21/2015	Regular	0.00	3,421.95	6856
1188	Lucity, Inc.	12/21/2015	Regular	0.00	14,438.75	6857
1211	Noble Image, Inc.	12/21/2015	Regular	0.00	66.00	6858
1270	Rootx	12/21/2015	Regular	0.00	551.04	6859
1508	Sacramento Rendering Co.	12/21/2015	Regular	0.00	25.00	6860
1291	Special District Risk Management Authority	12/21/2015	Regular	0.00	323.50	6861
1481	Stroub & Company, CPAs	12/21/2015	Regular	0.00	11,200.00	6862
1475	Van Erp, Petersen & Babcock, LLP	12/21/2015	Regular	0.00	1,835.58	6863
1338	Verizon Wireless	12/21/2015	Regular	0.00	484.29	6864
1343	Water Works Engineers, LLC	12/21/2015	Regular	0.00	40,714.83	6865
1022	AT&T	12/28/2015	Regular	0.00	53.27	6866

Check Report

Date Range: 11/25/2015 - 12/30/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1509	Crystal Communications	12/28/2015	Regular	0.00	230.00	6867
1080	CWEA	12/28/2015	Regular	0.00	164.00	6868
1093	DMG Lawn Maintenance	12/28/2015	Regular	0.00	325.00	6869
1131	Granite Business Printing	12/28/2015	Regular	0.00	141.90	6870
1159	Jensen Precast	12/28/2015	Regular	0.00	1,207.48	6871
1217	Owen Equipment	12/28/2015	Regular	0.00	136.77	6872
1221	PG&E	12/28/2015	Regular	0.00	3,174.00	6873
1253	Recology Auburn Placer	12/28/2015	Regular	0.00	296.13	6874
1292	SPMUD Petty Cash	12/28/2015	Regular	0.00	37.17	6875
1327	US Bank Corporate Payment	12/28/2015	Regular	0.00	6,778.33	6876
	**Void**	12/28/2015	Regular	0.00	0.00	6877
	**Void**	12/28/2015	Regular	0.00	0.00	6878
	**Void**	12/28/2015	Regular	0.00	0.00	6879
1149	Internal Revenue Service	12/04/2015	Bank Draft	0.00	570.10	DFT0001663
1098	EDD (EFT)	12/04/2015	Bank Draft	0.00	70.93	DFT0001664
1098	EDD (EFT)	12/04/2015	Bank Draft	0.00	41.38	DFT0001665
1149	Internal Revenue Service	12/04/2015	Bank Draft	0.00	133.32	DFT0001666
1149	Internal Revenue Service	12/04/2015	Bank Draft	0.00	292.23	DFT0001667
1045	Cal Pers 457 Plan (EFT)	12/04/2015	Bank Draft	0.00	100.00	DFT0001669
1135	Mass Mutual (EFT)	12/04/2015	Bank Draft	0.00	4,207.00	DFT0001670
1229	Pers (EFT)	12/04/2015	Bank Draft	0.00	147.25	DFT0001671
1229	Pers (EFT)	12/04/2015	Bank Draft	0.00	239.84	DFT0001672
1229	Pers (EFT)	12/04/2015	Bank Draft	0.00	328.47	DFT0001673
1229	Pers (EFT)	12/04/2015	Bank Draft	0.00	2,997.83	DFT0001674
1229	Pers (EFT)	12/04/2015	Bank Draft	0.00	4,106.31	DFT0001675
1229	Pers (EFT)	12/04/2015	Bank Draft	0.00	1,022.57	DFT0001676
1229	Pers (EFT)	12/04/2015	Bank Draft	0.00	1,169.08	DFT0001677
1229	Pers (EFT)	12/04/2015	Bank Draft	0.00	702.14	DFT0001678
1229	Pers (EFT)	12/04/2015	Bank Draft	0.00	700.68	DFT0001679
1149	Internal Revenue Service	12/04/2015	Bank Draft	0.00	7,503.42	DFT0001680
1098	EDD (EFT)	12/04/2015	Bank Draft	0.00	2,321.17	DFT0001681
1098	EDD (EFT)	12/04/2015	Bank Draft	0.00	544.60	DFT0001682
1149	Internal Revenue Service	12/04/2015	Bank Draft	0.00	1,928.86	DFT0001683
1149	Internal Revenue Service	12/04/2015	Bank Draft	0.00	6,980.40	DFT0001684
1098	EDD (EFT)	12/04/2015	Bank Draft	0.00	-1.67	DFT0001698
1045	Cal Pers 457 Plan (EFT)	12/18/2015	Bank Draft	0.00	100.00	DFT0001702
1135	Mass Mutual (EFT)	12/18/2015	Bank Draft	0.00	3,857.00	DFT0001703
1229	Pers (EFT)	12/18/2015	Bank Draft	0.00	147.25	DFT0001704
1229	Pers (EFT)	12/18/2015	Bank Draft	0.00	239.84	DFT0001705
1229	Pers (EFT)	12/18/2015	Bank Draft	0.00	328.47	DFT0001706
1229	Pers (EFT)	12/18/2015	Bank Draft	0.00	2,997.83	DFT0001707
1229	Pers (EFT)	12/18/2015	Bank Draft	0.00	4,106.31	DFT0001708
1229	Pers (EFT)	12/18/2015	Bank Draft	0.00	1,022.56	DFT0001709
1229	Pers (EFT)	12/18/2015	Bank Draft	0.00	1,169.08	DFT0001710
1229	Pers (EFT)	12/18/2015	Bank Draft	0.00	692.54	DFT0001711
1229	Pers (EFT)	12/18/2015	Bank Draft	0.00	691.10	DFT0001712
1149	Internal Revenue Service	12/18/2015	Bank Draft	0.00	7,746.48	DFT0001713
1098	EDD (EFT)	12/18/2015	Bank Draft	0.00	2,327.57	DFT0001714
1098	EDD (EFT)	12/18/2015	Bank Draft	0.00	535.38	DFT0001715
1149	Internal Revenue Service	12/18/2015	Bank Draft	0.00	1,985.70	DFT0001716
1149	Internal Revenue Service	12/18/2015	Bank Draft	0.00	6,937.69	DFT0001717
1230	Pers (EFT)	12/21/2015	Bank Draft	0.00	33,897.64	DFT0001718

Check Report

Date Range: 11/25/2015 - 12/30/2015

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
1229	Pers (EFT)	12/21/2015	Bank Draft	0.00	12,985.00	DFT0001719

Bank Code AP Bank Summary

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	84	60	0.00	386,178.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-8.40
Bank Drafts	40	40	0.00	117,873.35
EFT's	0	0	0.00	0.00
	<b>124</b>	<b>107</b>	<b>0.00</b>	<b>504,043.81</b>

### Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	12/2015	504,043.81
			<hr/>
			<b>504,043.81</b>

Account Number	Name	Date	Type	Amount Reference	Packet	Receipt	Adj Type
106-0015210-01	Burgess, Daniel S	12/2/2015	Refund	20.17 Check #: 6789	UBPKT01494		
102-0002465-02	Carter, Marissa	12/9/2015	Refund	5.80 Check #: 6822	UBPKT01521		
102-0009404-01	Curtis, Patricia L	12/2/2015	Refund	84.00 Check #: 6783	UBPKT01494		
112-1026694-00	D R Horton	12/2/2015	Refund	84.00 Check #: 6797	UBPKT01494		
112-1026618-00	D R Horton	12/2/2015	Refund	83.67 Check #: 6792	UBPKT01494		
112-1026623-00	D R Horton	12/9/2015	Refund	84.00 Check #: 6829	UBPKT01521		
112-1026696-00	D R Horton	12/18/2015	Refund	84.00 Check #: 6842	UBPKT01556		
112-1026622-00	D R Horton	12/2/2015	Refund	84.00 Check #: 6794	UBPKT01494		
112-1026620-00	D R Horton	12/2/2015	Refund	83.67 Check #: 6793	UBPKT01494		
112-1026759-00	D R Horton	12/2/2015	Refund	80.71 Check #: 6799	UBPKT01494		
112-1026621-00	D R Horton	12/18/2015	Refund	83.61 Check #: 6841	UBPKT01556		
112-1026755-00	D R Horton	12/18/2015	Refund	47.00 Check #: 6843	UBPKT01556		
112-1026748-00	D R Horton	12/2/2015	Refund	81.23 Check #: 6798	UBPKT01494		
102-0005719-03	Duncan, Grant and Laura	12/9/2015	Refund	84.00 Check #: 6824	UBPKT01521		
102-0010006-01	Fender, Vencil F.B	12/18/2015	Refund	30.83 Check #: 6835	UBPKT01556		
106-0014323-01	Fontes, Kevin	12/18/2015	Refund	67.23 Check #: 6837	UBPKT01556		
106-0017881-01	Hedges, Quinn L	12/9/2015	Refund	96.92 Check #: 6828	UBPKT01521		
112-1026678-00	Inc, Artisan Communities	12/2/2015	Refund	84.00 Check #: 6796	UBPKT01494		
112-1026679-00	Inc, Artisan Communities	12/9/2015	Refund	84.97 Check #: 6830	UBPKT01521		
112-1026661-00	Inc, Taylor Morrison Services	12/2/2015	Refund	96.78 Check #: 6795	UBPKT01494		
106-0015742-01	Knighten, Nathan C	12/18/2015	Refund	19.17 Check #: 6838	UBPKT01556		
112-1026772-00	Kotyakov, Leonid	12/9/2015	Refund	46.83 Check #: 6831	UBPKT01521		
102-0012367-03	LLC, Fast Feet Ventures	12/2/2015	Refund	83.79 Check #: 6785	UBPKT01494		
106-0012926-01	Marson, Chris R	12/2/2015	Refund	82.15 Check #: 6786	UBPKT01494		
112-1021088-03	McNaney, Jeff and Rebecca	12/2/2015	Refund	85.90 Check #: 6790	UBPKT01494		
112-1022122-01	Metcalfe, Connie	12/18/2015	Refund	84.00 Check #: 6839	UBPKT01556		
101-0010068-02	Millerbis, Benjamin and Glenda	12/18/2015	Refund	36.37 Check #: 6832	UBPKT01556		
112-1023139-01	O'Brien, Sean and Amber	12/2/2015	Refund	84.00 Check #: 6791	UBPKT01494		
102-0002552-01	Ortega, Michele R	12/9/2015	Refund	84.00 Check #: 6823	UBPKT01521		
102-0011870-02	Polycomp Trust Co.	12/9/2015	Refund	193.29 Check #: 6826	UBPKT01521		
106-0012638-02	Properties, Garner Preferred	12/18/2015	Refund	279.29 Check #: 6836	UBPKT01556		
106-0013279-02	Rogers, Joshua and Stacie	12/9/2015	Refund	28.00 Check #: 6827	UBPKT01521		
102-0008235-02	Sloan, Carl and Stephanie	12/2/2015	Refund	8.49 Check #: 6782	UBPKT01494		
106-0014302-01	Smith, Rubeun J	12/2/2015	Refund	28.00 Check #: 6788	UBPKT01494		
102-0005926-02	Stafford, Karen L	12/9/2015	Refund	85.13 Check #: 6825	UBPKT01521		
102-0005043-01	Verdugo, Robert	12/18/2015	Refund	46.07 Check #: 6833	UBPKT01556		
102-0009435-01	Webb, Marie	12/2/2015	Refund	21.94 Check #: 6784	UBPKT01494		
106-0013611-01	Wesson, David C	12/2/2015	Refund	7.52 Check #: 6787	UBPKT01494		
102-0006766-01	White, Frances	12/18/2015	Refund	84.20 Check #: 6834	UBPKT01556		
112-1024613-02	Yee, Gary	12/18/2015	Refund	20.77 Check #: 6840	UBPKT01556		



## Daily Distribution

**Day of the Week: 2**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	18	1,184.02									
										<b>Day 2 Total:</b>	1,184.02

**Day of the Week: 9**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	10	792.94									
										<b>Day 9 Total:</b>	792.94

**Day of the Week: 18**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	12	882.54									
										<b>Day 18 Total:</b>	882.54
										<b>Grand Total for Period:</b>	2,859.50

## Revenue Code Totals By Class

**Class: Residential - Residential**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	40	2,859.50									
										<b>Class Residential Total:</b>	2,859.50
										<b>Grand Total for Period:</b>	2,859.50

## Revenue Code Totals by Type

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	40	2,859.50									
										<b>Revenue 996 Total:</b>	2,859.50
										<b>Grand Total Revenue by Type for Period:</b>	2,859.50

### Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
REFU - Refund	996 - Unapplied Credits/Connection/Participat	40	2,859.50
	<b>REFU Total:</b>		2859.50
	<b>Total for Period:</b>	40	2859.50

### Revenue Code Totals By Read Group

**Read Group: 95677 - 95677**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	14	766.66									
<b>Read Group 95677 Total:</b>										766.66	

**Read Group: 95746 - 95746**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	1	36.37									
<b>Read Group 95746 Total:</b>										36.37	

**Read Group: 95765 - 95765**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	25	2,056.47									
<b>Read Group 95765 Total:</b>										2,056.47	
<b>Grand Total for Period:</b>										2,859.50	

### Revenue Code Totals By Bill Cycle

**Bill Cycle: 01 - CYCLE 01 - 95677**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	14	766.66									
<b>Bill Cycle 01 Total:</b>										766.66	

**Bill Cycle: 02 - CYCLE 02 - 95765**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	25	2,056.47									
<b>Bill Cycle 02 Total:</b>										2,056.47	

## Revenue Code Totals By Bill Cycle

**Bill Cycle: 03 - CYCLE 03 - 95650, 95746, 95663, 95658**

Type	Count	Amount	Type	Count	Amount	Type	Count	Amount	Type	Count	Amount
<b>Revenue Code: 996 - Unapplied Credits/Connection/Participation Fees</b>											
REFU - Refund	1	36.37									

**Bill Cycle 03 Total:** 36.37

**Grand Total for Period:** 2,859.50

**MONTHLY INVESTMENT REPORT**

**SOUTH PLACER MUNICIPAL  
UTILITY DISTRICT**

Local Agency Investment Fund  
As of November 30, 2015 **\$9,778,261.74**

Average Interest for Month Ended  
October 31, 2015 0.32%

Placer County Treasury  
As of November 30, 2015 **\$39,330,056.05**

Effective Rate of Return for Month Ended  
November 30, 2015 1.165%

Checking Account Balance (U.S. Bank)  
As of December 28, 2015 **\$2,045,095.75**

Investments are in compliance with the SPMUD Investment Policy, and have the ability to meet the next six months of cash flow requirements.

# SOUTH PLACER MUNICIPAL UTILITY DISTRICT

## STAFF REPORT

**To:** Board of Directors

**From:** Eric Nielsen, District Engineer

**Cc:** Carie Huff, Associate Engineer

**Subject:** Acceptance of the Bill of Sale for Sewer Improvements within Brighton Subdivision

**Meeting Date:** January 7, 2016

---

### Overview

The Brighton Subdivision is located in Rocklin at the intersection of Granite Drive and Dominguez Road. The Brighton Subdivision consists of 74 single-family residential homes for a total of 74 EDU's. The Brighton Subdivision improvements include the following infrastructure:

- Installation of two thousand one hundred and ninety (2,190) linear feet of sanitary sewer pipe;
- Installation of eleven (11) manholes.

### Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Brighton Subdivision.

### Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1: Engage Customers to determine expectations.

Goal 1.2: Establish and meet Service Level(s) by Department.

Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

### Fiscal Impact

The estimated value of the contributed capital is \$176,446.00.

### Attachments:

1. Bill of Sale
2. Map – Brighton Subdivision

BILL OF SALE

KB Home Sacramento, Inc. does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as Brighton Subdivision, City of Rocklin SD-2014-0002.

Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and encumbrances of any type, nature or description whatsoever.

Dated this 11/20/15

By: (Developer/Owner)

  
\_\_\_\_\_  
Signature

Joe Killinger, Division President

Name (Please Type or Print)



0 150 300 Feet



1 in = 250 ft

# Brighton Subdivision

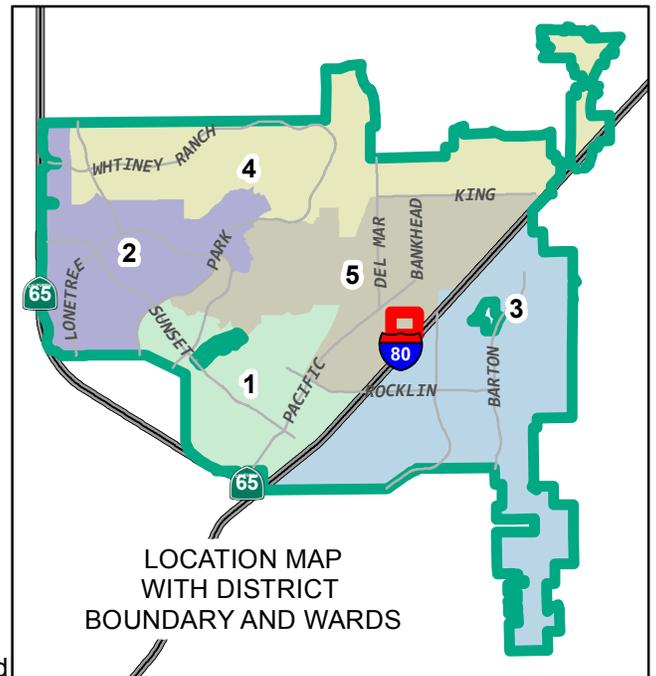
**74 Residential EDUs**

Date: 11/23/2015

Author: Curtis Little

Document Path:

G:\spmud\_gis\mxd\Curtis\Figure Templates\BillofSaleTemplate.mxd



LOCATION MAP  
WITH DISTRICT  
BOUNDARY AND WARDS

# SOUTH PLACER MUNICIPAL UTILITY DISTRICT

## STAFF REPORT

**To:** Board of Directors

**From:** Eric Nielsen, District Engineer

**Cc:** Carie Huff, Associate Engineer

**Subject:** Acceptance of the Bill of Sale for Sewer Improvements within Spring Valley Phase 1 Village 1 Subdivision

**Meeting Date:** January 7, 2016

---

### Overview

The Spring Valley Phase 1 Village 1 Subdivision is located in Rocklin just north of Willian Jessup University, at the intersection of University Avenue and Larkspur Drive. The Spring Valley Phase 1 Village 1 Subdivision consists of 130 single-family residential homes for a total of 130 EDU's. The Spring Valley Phase 1 Village 1 Subdivision improvements include the following infrastructure:

- Installation of three thousand nine hundred and seventy-nine (3,979) linear feet of sanitary sewer pipe;
- Installation of three (3) flushing branches;
- Installation of fifteen (15) manholes.

### Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Spring Valley Phase 1 Village 1 Subdivision.

### Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1: Engage Customers to determine expectations.

Goal 1.2: Establish and meet Service Level(s) by Department.

Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

### Fiscal Impact

The estimated value of the contributed capital is \$380,925.00.

Attachments:

1. Bill of Sale
2. Map – Spring Valley Phase 1 Village 1 Subdivision

BILL OF SALE

Spring Valley – Rocklin, L.P., a Delaware limited partnership, does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as Spring Valley Phase 1 Village 1.

Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and encumbrances of any type, nature or description whatsoever.

Dated this December 16, 2015

Spring Valley – Rocklin, L.P.  
a Delaware limited partnership

By: HHPXX GP, LLC  
Its: General Partner

By: Hearthstone Housing Partners XX, LLC  
Its: Sole Member

By: Hearthstone, Inc.  
Its: Operating Partner

By:   
\_\_\_\_\_  
Steven C. Porath  
Its: S.V.P. – General Counsel



0 180 360 Feet



1 in = 300 ft

# Spring Valley Phase 1 Village 1

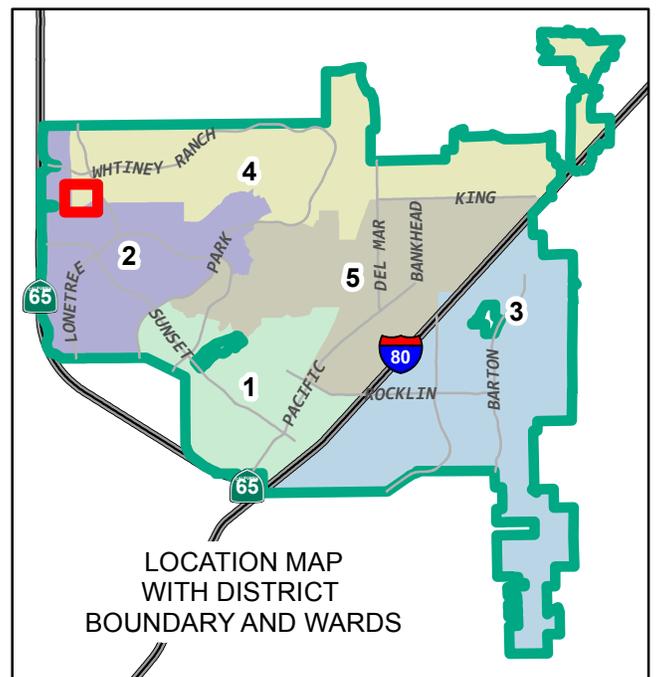
**130 Residential EDUs**

Date: 12/22/2015

Author: Curtis Little

Document Path:

G:\spmud\_gis\mxd\Curtis\Figure Templates\Spring Valley.mxd



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**  
**STAFF REPORT**

**To:** Board of Directors

**From:** Eric Nielsen, District Engineer

**Cc:** Herb Niederberger, General Manager  
Curtis Little, Engineering Technician I

**Subject:** Status Report on Easement Encroachments

**Meeting Date:** January 7, 2016

---

**Background**

On September 3, 2015 the Board passed and adopted Ordinance 15-03 “*An Ordinance Establishing Requirements for the Issuance of Encroachment Permits on District Easements and Rights of Way*”. During the discussion of this ordinance, which occurred on August 3, 2015, the Board made a request of staff to prepare a report by the end of the calendar year quantifying the number and type of encroachments into District easements. This report is in response to that request.

Earlier this year, staff had begun the process of digitizing and incorporating the District easements and rights of way into the Lucity CMMS. This process identified potential encroachments and was part of the motivation to pass an ordinance for permitting encroachments. The process of digitizing the District easements includes scanning easement records, organizing the electronic files on the District’s server, drawing the easements into the GIS mapping system based on the legal descriptions, linking the data in GIS to Lucity and entering pertinent information into the database, and updating the running list of potential encroachments.

The District’s current record of easements is tracked by grid map sheets. To date, approximately three quarters of the District’s grid map sheets have been reviewed and over 400 easements have been entered into GIS and Lucity. Based on the easements that have been entered to date, around 83 miles of sewer pipeline (roughly 29% of the total system) is located in the approximately 121 acres of District easement.

**Findings**

A table is attached to this report that lists the potential encroachments on District easements and includes information on the easement document, the address, and the type of encroachment. These are identified as potential encroachments because all encroachments will need to be field verified before any permitting takes place.

A figure is also attached to this report that geographically shows the easements within the District and the locations of easement encroachments that have been identified at this time.

Currently, 43 potential encroachments on District easements have been identified. The table below summarizes the types of encroachments and the number of occurrences for each type.

Encroachment Type	Count
Building	7
Residence	12
Pool	15
Out Structure	3
Structure/Wall	5
Other	1
<b>TOTAL</b>	<b>43</b>

### **Next Steps**

Staff will continue the process of digitizing easements and rights of way information in the District's GIS and Lucity databases. Staff will also move forward with applying Ordinance 15-03 in each situation identified as a potential encroachment, which includes notifying the property owner of the encroachment and offering an agreement to cover the existing encroachment.

### **Recommendation**

Staff recommends that the Board of Directors receive this report.

### **Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 4.2.E: Maintain easements to ensure 100% year-round accessibility.

Goal 8.3.B: Integrate database information between systems to the fullest extent.

### **Related District Ordinances and Policies**

This action relates to the following SPMUD Policies:

Ordinance 15-03: An Ordinance Establishing Requirements for the Issuance of Encroachment Permits on District Easements and Rights of Way

### **Fiscal Impact**

This action should not result in a fiscal impact to the District.

Attachments:

1. Table of Potential Encroachments into District Easements, dated December 17, 2015
2. Figure of District Easements and Encroachments, dated December 17, 2015

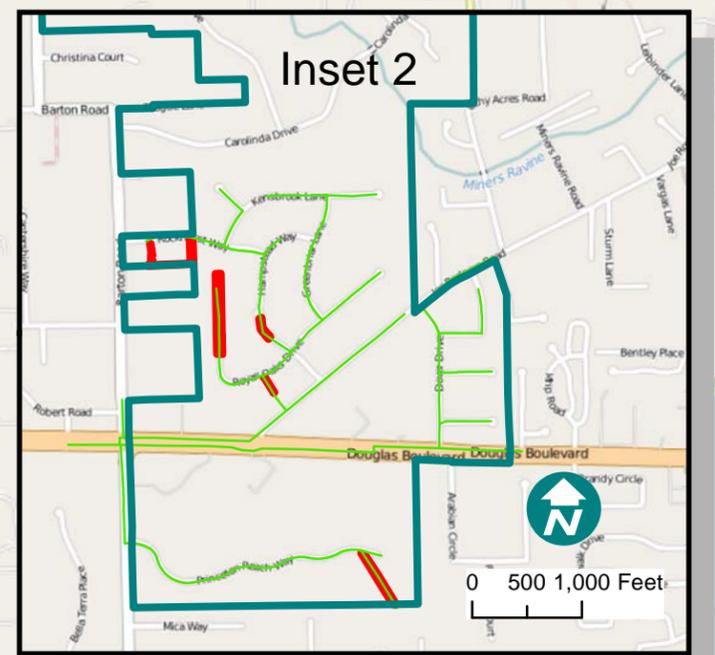
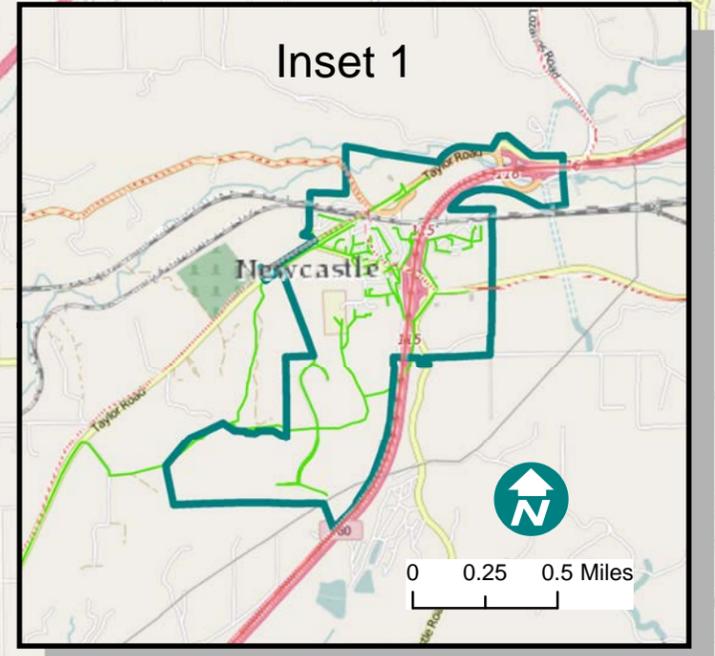
## Attachment 1

## Potential Encroachments into District Easements

Count	Easement No.	Location	Type	Description
1	Book 20 P.M. 18	2340 Sierra Meadows Dr	Building	Building
2	Book 26 P.M. 34	6500 Fairway Dr - Rocklin Self Storage	Building	Building
3	Volume 1107 page 319	Del Oro High School	Building	Buildings on south side of campus
4	Volume 2290 page 287	4881 Granite Dr - Rocklin Square	Building	Building
5	Volume 2686 page 99	2161 Sunset Blvd	Building	Building (east corner)
6	Volume 2686 page 99	2205 Sunset (Bank of America)	Building	Building (NE side)
7	Volume 2686 page 99	Broadstone At Stanford Ranch	Building	Garage/Storage
8	2005-0050975	Whitney High School	Other	All weather track and tennis courts
9	Book Q Map 18	6024 Princeton Reach Way	Out Structure	Second building
10	Book Q Page 30	3201 Outlook Dr	Out Structure	Shed
11	Volume 927 page 160	5708 Sunflower Ct	Out Structure	Shed
12	97-0012745-00	4119 Jan Ct	Pool	Pool
13	Book O Page 55	3941 Rawhide	Pool	Pool
14	Book O Page 55	3937 Rawhide	Pool	Pool
15	Book O Page 55	3943 Rawhide	Pool	Pool
16	Book H Page 22	4945 Keystone Ct	Pool	Pool
17	Book J Page 85	4045 Clover Valley Rd	Pool	Pool
18	Book K Page 74	3450 Oakcreek Dr	Pool	Pool
19	Book K Page 74	3485 Midas Ave	Pool	Pool
20	Book O Page 97	5750 River Run Cr	Pool	Pool
21	Book Q Page 58	2817 Club Dr	Pool	Pool
22	Volume 1243 page 90	6265 Rustic Hills Dr	Pool	Pool
23	Volume 2686 page 99	3120 Strand Rd	Pool	Pool and structure on S side of house
24	Volume 996 page 292	4020 Clover Valley Rd	Pool	Pool
25	Volume 996 page 292	4030 Clover Valley Rd	Pool	Pool
26	Y Maps 41	2211 Red Hawk Ct	Pool	Pool
27	96-040052	4621 Imperial View Ct	Residence	House
28	Book O Page 55	3945 Rawhide	Residence	House
29	Book O Page 55	3935 Rawhide	Residence	House
30	Book H Page 13	4050 Creek View Ct	Residence	House
31	Book H Page 13	6215 Rustic Hills Dr	Residence	House
32	Book H Page 13	6315 Rustic Hills Dr	Residence	House
33	Book Q Page 84	5932 Blackstone Dr	Residence	House
34	Volume 1344 page 274	4645 Greenbrae Rd	Residence	House
35	Volume 1510 page 379	5675 Arrowhead Dr	Residence	House
36	Volume 2638 page 485	5825 Dew Ct	Residence	House
37	Volume 927 page 160	5689 Garnet Ct	Residence	House and Pool
38	Volume 927 page 160	5800 Meadowdale Ct	Residence	House
39	Book 29 Page 138	The Winstead Apartments	Structure/Wall	Car port
40	Q Maps 73	5820 Green Mountain Lane	Structure/Wall	Patio cover
41	Volume 1233 page 443	4635 Arrowhead Dr	Structure/Wall	Concrete deck, wood deck, above-ground pool
42	Volume 2172 page 6671	Sierra Meadows Park	Structure/Wall	Play structure
43	Volume 2290 page 294	Arco Gas Station on Rocklin Rd	Structure/Wall	Concrete retaining wall

# District Easements and Encroachments

For Newcastle  
See Inset 1



**Legend**

- District Easements
- Encroachment Locations
- District Boundary
- Sanitary Pipe Inventory

0 0.25 0.5 1 Miles

Date: 12/17/2015

For Rodgersdale  
See Inset 2

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**  
**STAFF REPORT**

**To:** Board of Directors

**From:** Eric Nielsen, District Engineer

**Cc:** Herb Niederberger, General Manager

**Subject:** Construction Cooperation and Reimbursement Agreement for the Front Street Realignment Project

**Meeting Date:** January 7, 2016

---

**Background**

The City of Rocklin intends to realign Front Street near the intersection of Farron Street to meet a number of objectives including increasing the separation from the railroad crossing of Farron Street and providing additional “park and ride” parking. Portions of the existing sewer currently within the limits of paving, will no longer be within the roadway after the realignment, which will worsen the District’s ability to access its facilities. Additionally, one of the sewer pipe segments requires regular and frequent maintenance (i.e., “hot spot” or high frequency line segment).

In order to maintain reliable access and to address one of the pipes that requires frequent maintenance activities, the District has coordinated with the City of Rocklin to prepare an agreement to include the construction of District facilities as part of the City’s Front Street Project. Coordinating the sewer work with the improvements to the roadway has the benefit of efficiently using funds and lessening the chance of disturbing new pavement, by finishing underground work before paving is complete.

The agreement has been reviewed by the District’s legal counsel and outlines the responsibilities and items of coordination for both parties (e.g., collaboration during design, coordination during construction, reimbursement of costs).

Should the Board approve Resolution 16-01, the signed agreement will be sent to the City of Rocklin’s City Council for approval and signature. The District and City intend to use a similar process for coordination of future work to meet the parties’ individual and shared objectives.

**Recommendation**

Staff recommends that the Board approve Resolution 16-01 authorizing the General Manager to sign the attached Construction Cooperation and Reimbursement Agreement on behalf of the District, and limit change order authorization to 10% of the contract amount unless approved by the Board.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.4.F: Improve relationships with other agencies for permitting processes.

Goal 2.3: Prevent and mitigate sanitary sewer overflows (SSOs).

Goal 3.2: Provide engineering and design to optimize the capital improvement program.

**Related District Ordinances and Policies**

This action relates to the following SPMUD Ordinances and Policies:

Policy 3150: Purchasing Policy

**Fiscal Impact**

The not-to-exceed amount for this agreement is \$95,000. The current budget for involvement with other regional projects is sufficient to accommodate this project.

**Attachments:**

1. Resolution No. 16-01 – Authorization to Enter Construction Cooperation and Reimbursement Agreement for the City of Rocklin Front Street Realignment Project
2. Construction Cooperation and Reimbursement Agreement – South Placer Municipal Utility District and City of Rocklin – Sewer Installation within Front Street Realignment Project

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO: 16-01**

**RESOLUTION FOR THE AUTHORIZATION TO ENTER**

**CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT**

**FOR THE CITY OF ROCKLIN FRONT STREET REALIGNMENT PROJECT**

WHEREAS, (1) Resolution 15-02, the District's Purchasing Policy, dictates that a single contract or commitment shall not exceed \$50,000 without approval by the Board of Directors, and

WHEREAS, (2) the agreement and not-to-exceed limit attached, marked "Attachment A" and incorporated herein by reference, is for an amount of \$95,000.

NOW, THEREFORE BE IT:

RESOLVED, (a) the South Placer Municipal Utility District Board of Directors authorizes the General Manager to enter into the attached construction cooperation and reimbursement agreement for the City of Rocklin Front Street Realignment Project.

Resolution adopted at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at 5807 Springview Drive, Rocklin, CA this 7th day of January, 2016.

Signed: \_\_\_\_\_  
William Dickinson, President of the Board of Directors

Attest: \_\_\_\_\_  
Joanna Belanger, Board Secretary

# **ATTACHMENT A**

## **CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT SOUTH PLACER MUNICIPAL UTILITY DISTRICT – CITY OF ROCKLIN SEWER INSTALLATION WITHIN FRONT STREET REALIGNMENT PROJECT**

This agreement, by and between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT, hereinafter called “DISTRICT”, and the CITY of ROCKLIN, a political subdivision of the State of California, herein called “CITY”, shall be effective on the later of the dates executed by both the DISTRICT and the CITY.

### **RECITALS**

WHEREAS, the CITY is undertaking a roadway realignment project on Front Street, hereinafter referred to as “Project,” as shown on Exhibit “A” attached hereto and incorporated herein by reference and on a set of plans entitled “Front Street Realignment Project”, prepared by UBORA Engineering and Planning, Inc., 2901 Douglas Blvd #285, Roseville, CA 95661; and

WHEREAS, the Project will provide the means for DISTRICT facilities to be realigned within Front Street with the project and that the DISTRICT shall bear the cost for the installation of the DISTRICT’s facilities; and

WHEREAS, the CITY and the DISTRICT agree that it would be advantageous to install the DISTRICT’s facilities concurrently with the Project; and

WHEREAS, the Project will require the installation of DISTRICT facilities including the installation of approximately 800 linear feet (LF) of 6-inch pipe, and associated appurtenances, which will be described more fully in the plans to be prepared by the CITY, and which are hereinafter referred to as the "Facilities"; and

WHEREAS, the CITY intends to engage a qualified contractor and has agreed to bear all expense to furnish and install the Facilities as required and shall be reimbursed for construction of such Facilities as described in Sections 3, 7, 8, and 9 below and Exhibit B attached hereto; and

WHEREAS, the DISTRICT is willing to accept the Facilities in accordance with the provisions of this Agreement and the DISTRICT's Standard Specifications and Improvement Standards for Sanitary Sewers.

### **AGREEMENT**

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The CITY will expand the scope of the Project to include the installation of the DISTRICT Facilities. The CITY will incorporate the appropriate plans and technical specifications for the DISTRICT Facilities into the Project plans and specifications in a form mutually acceptable to the CITY and the DISTRICT.

2. The CITY will prepare and provide the construction documents (plans and specifications) to the DISTRICT such that the DISTRICT can use these documents as a basis for reviewing and approving the material and appurtenances required for the DISTRICT Facilities before the CITY issues the construction documents for the Project for bids.

3. The parties agree and acknowledge that the CITY shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the DISTRICT work, meet the DISTRICT's and CITY's minimum requirements for installation of sewer facilities, including possessing and maintaining a California State Class A Contractor's License. CITY shall be the lead agency for the Project and will manage the construction contract and be responsible for all payments to the contractor. The DISTRICT will reimburse the CITY for costs paid to the contractor to install the DISTRICT Facilities in accordance with this Agreement. The procedure for such reimbursement shall be as described in paragraph 9 below. The DISTRICT will also reimburse the CITY a portion of the costs of preparing the bid documents to incorporate the sewer line installation, in accordance with paragraph 7

below. The DISTRICT will also reimburse the CITY for a portion of contract administration costs, in accordance with paragraph 8 below. The total reimbursement to the CITY shall not exceed \$95,000 (Line C of Exhibit B). Upon award of the construction contract, the DISTRICT and the CITY may agree to revise Exhibit B if the “Total Reimbursement Not to Exceed” (Line C of Exhibit B) is determined to be insufficient for the awarded bid, and the DISTRICT will reimburse the CITY for construction costs based on the award in accordance with the revised not to exceed limit of the revised Exhibit B.

4. The CITY shall provide contract administration, inspection and construction management for the Project, and shall, at its own expense, pay any charges for any consultant it has retained or may retain for any design or testing services in connection with the Project. The DISTRICT shall, at its own expense, provide its own inspection and testing services for the installation of the DISTRICT’s Facilities as part of the Project.

5. The CITY and the DISTRICT shall mutually agree on a method to coordinate construction administration, construction engineering, construction surveying, shop drawing review, communications and meetings, traffic control, scheduling, inspection and testing of the work that pertain to construction of the DISTRICT Facilities.

6. During construction of the DISTRICT Facilities, the DISTRICT shall determine whether construction of the DISTRICT Facilities is satisfactorily performed in accordance with the construction contract and DISTRICT requirements and shall notify the CITY in writing of approval and acceptance of the completed DISTRICT Facilities. DISTRICT shall coordinate with the CITY to bring the completed DISTRICT Facilities into service. After DISTRICT acceptance of the completed DISTRICT Facilities, the DISTRICT shall own and be responsible for the operation and maintenance of the completed DISTRICT Facilities pursuant to any encroachment permits obtained from the CITY at the time of construction of the Project. Such acceptance of the completed work shall not relieve the

contractor of any liability or modify the contractor's guarantee.

7. In full reimbursement of its share of the CITY's costs of preparing the bid documents and issuing the project for bids, the DISTRICT shall pay the CITY:

The actual costs paid by the CITY to its design consultant for the incorporation of the installation of the DISTRICT Facilities into the project plans and specifications, plus a markup of five percent (5%) on such costs. A proposal of scope and cost for these services shall be received and approved by the DISTRICT prior to commencing work. Payment shall be made by the DISTRICT within thirty (30) days after receipt of an invoice therefor from the CITY.

8. In full reimbursement of its share of the CITY's costs of providing contract administration for the project, DISTRICT shall pay the CITY a markup of five percent (5%) of those amounts which, under paragraph 9 herein below, DISTRICT is responsible to pay the CITY as reimbursement for costs paid to the CITY's contractor to install the DISTRICT Facilities.

9. The DISTRICT shall reimburse the CITY for costs paid to the CITY's contractor(s) to install the DISTRICT Facilities in accordance with the following procedure:

- a. Prior to the CITY's issuance of the construction documents for the Project for bids, the DISTRICT and the CITY shall agree on the construction line items to be included in the bid schedule for the DISTRICT Facilities. The CITY shall require the contractor to submit with each monthly payment application an itemization indicating progress on these unit price line items. Upon payment to the Contractor for any of the DISTRICT Facilities line items, CITY may submit an invoice to the DISTRICT for reimbursement hereunder of the amounts paid. DISTRICT shall pay said invoice within thirty (30) days of receipt.
- b. The DISTRICT shall be responsible to reimburse CITY for all payments to the contractor for approved change orders for extra work performed on the DISTRICT

Facilities. CITY will be responsible for all other Project-related change orders, delays, and extra work incurred by the contractor. The DISTRICT and CITY will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the DISTRICT Facilities in a timely manner, provided that neither the CITY nor the DISTRICT shall agree to the resolution of any such change order request or claim without the other's approval. In the event agreement cannot be reached related to active ongoing work within one (1) working day of presentation of a request for change order, or claim, the CITY shall have the right to direct the contractor to proceed on a force account basis.

- c. The DISTRICT shall be responsible to reimburse CITY for all payments to the contractor(s) for work performed relating to surveying and testing required for the installation of the DISTRICT Facilities.

10. The DISTRICT will not unnecessarily delay progress of work or hold up final contract acceptance of the Project during the period of closeout. The DISTRICT shall bear no responsibility for contractor or CITY caused delays on work other than those directly related to only the DISTRICT Facilities. The DISTRICT shall have no obligation under this Agreement to make any direct payment to the CITY's contractor or to any subcontractor (of any tier) or material supplier or equipment supplier for materials, equipment or labor supplied on the Project.

11. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this contract shall mean acts of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or overcome.

12. Except as otherwise provided by Section 13, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of the DISTRICT Facilities only, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the DISTRICT's responsibility. In the event of disagreement concerning the responsibility of any claim resolution costs related to the affected items of work, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement.

### 13. INDEMNITY

- a. DISTRICT agrees to save harmless and indemnify CITY from any liability, claim or demand which may be made by any person resulting from the negligence of DISTRICT in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against CITY resulting from such negligence of DISTRICT, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of CITY in its performance of the terms of this Agreement.
- b. The CITY agrees to save harmless and indemnify DISTRICT from any liability, claim or demand which may be made by any person resulting from the negligence of CITY in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against DISTRICT resulting from such negligence of CITY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of DISTRICT in its performance of the terms of this Agreement.

14. **INSURANCE:** The CITY's Contractor shall carry Automobile Liability insurance in the amount of at least \$2,000,000, and Commercial General Liability in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with a maximum \$5,000 deductible, which insurance shall be primary and underlying to the DISTRICT's insurance and Commercial General Liability and shall specifically name the DISTRICT as an additional insured and certificate holder. Before work is commenced, the CITY's Contractor shall furnish the DISTRICT with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that the CITY's Contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. The CITY's Contractor's insurance shall be primary and any insurance or self-insurance maintained by the DISTRICT shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the DISTRICT.

15. **PERFORMANCE AND PAYMENT BONDS:** The estimated cost of the Facilities is \$80,296. Prior to construction of any of the Facilities and during all such construction, the CITY or CITY's Contractor shall provide a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form acceptable to the DISTRICT. The DISTRICT may formally waive the requirement for a performance bond if the CITY's Contractor demonstrates that it has provided a comparable performance bond to the CITY pursuant to Government Code Section 66499.1, which bond encompasses the installation of the Facilities and names the DISTRICT as co-obligee. The CITY shall maintain the Performance Bond at all times during the life of this agreement and for a period one (1) year after the completion and acceptance of the Facilities by the DISTRICT.

In addition, prior to construction, the CITY or CITY's Contractor shall provide a Public Works Payment Bond with a penal sum of 100% of the estimated cost of the Facilities. The payment

bond shall be in a form that is acceptable to the DISTRICT. The DISTRICT may waive the requirement for a payment bond if the CITY's Contractor demonstrates that it has provided a comparable payment bond to the CITY pursuant to Government Code Section 66499.2, which bond encompasses the installation of the Facilities. The CITY shall maintain the Payment Bond at all times until the DISTRICT accepts the Facilities.

All bonds shall be issued by California admitted surety insurers.

16. WARRANTIES AND REPAIRS: The CITY hereby agrees that the DISTRICT may enforce all warranties provided by CITY's contractor with respect to DISTRICT's Facilities, and the CITY shall require its contractor to provide a warranty against any defects in materials or workmanship in the installed DISTRICT Facilities for a period of one year following final acceptance of the Project. This Agreement shall cover defects which shall be in existence during such one year period but which shall not become apparent until thereafter. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, the CITY hereby stipulates and agrees that such guarantee shall inure to the benefit of the DISTRICT for such longer period.

17. This Agreement shall terminate after the DISTRICT Facilities have been completed and accepted by the DISTRICT and final payment has been made to the CITY. However, such termination shall not relieve the contractor of any liability or modify contractor's guarantee or prohibit either the CITY or the DISTRICT from enforcing any rights against, or seeking damages from the contractor.

18. This Agreement shall not inure to the benefit of or create any rights in any third party not a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the later of the dates executed by both the DISTRICT and the CITY below.

“DISTRICT”  
SOUTH PLACER MUNICIPAL UTILITY  
DISTRICT

“CITY”  
CITY OF ROCKLIN,  
A Political Subdivision of  
the State of California

By \_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name

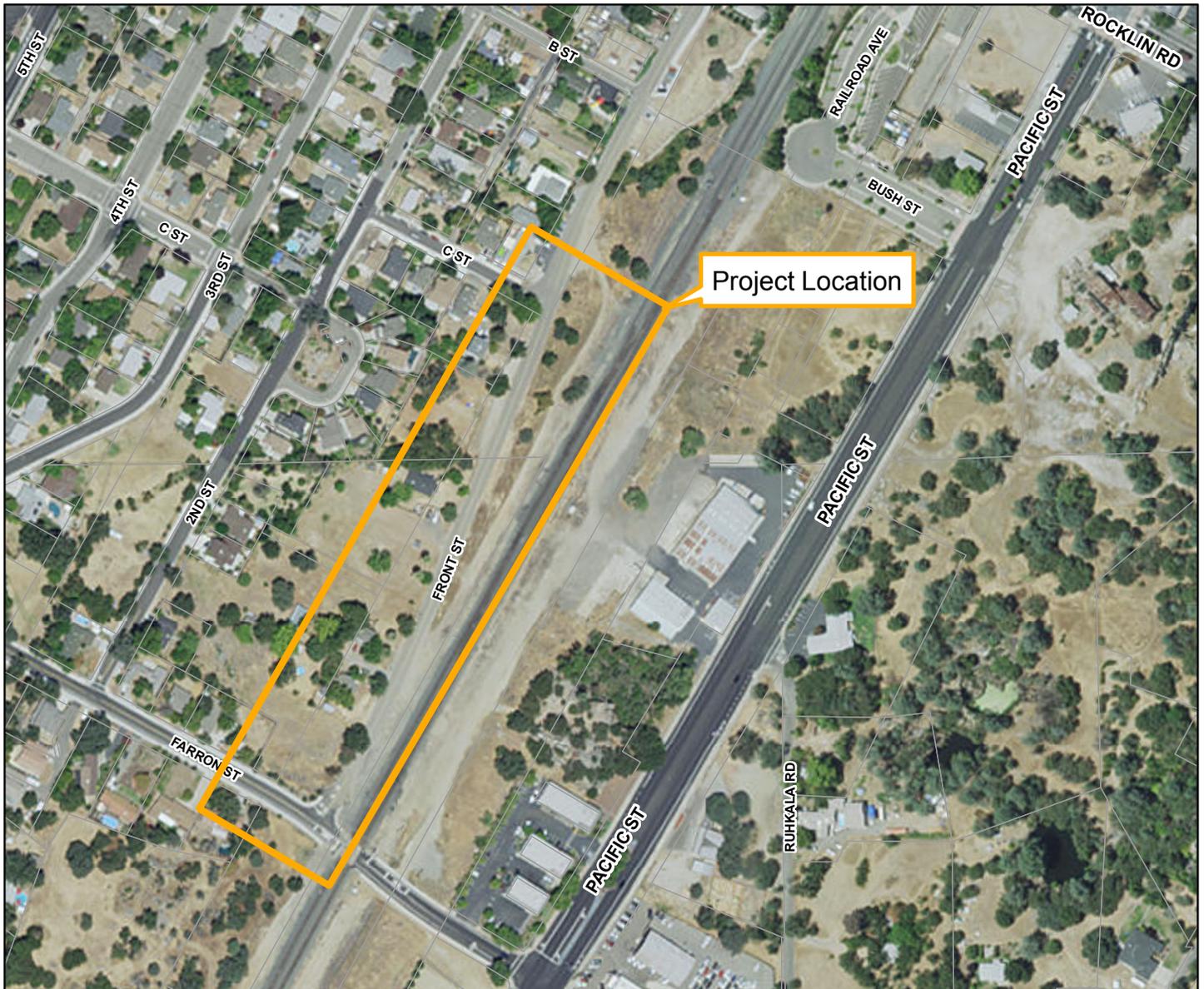
ATTEST

\_\_\_\_\_  
Title

\_\_\_\_\_  
Clerk to the Board

Date: \_\_\_\_\_

3970 Rocklin Road  
Rocklin, CA 95677  
Address



0 300 600 Feet

1 in = 300 ft



# Exhibit A

## Front Street Realignment

Date: 11/4/2015

Author: Curtis Little

Document Path:

G:\spmud\_gis\mxd\Curtis\Figure Templates\FrontStreetRealignment.mxd

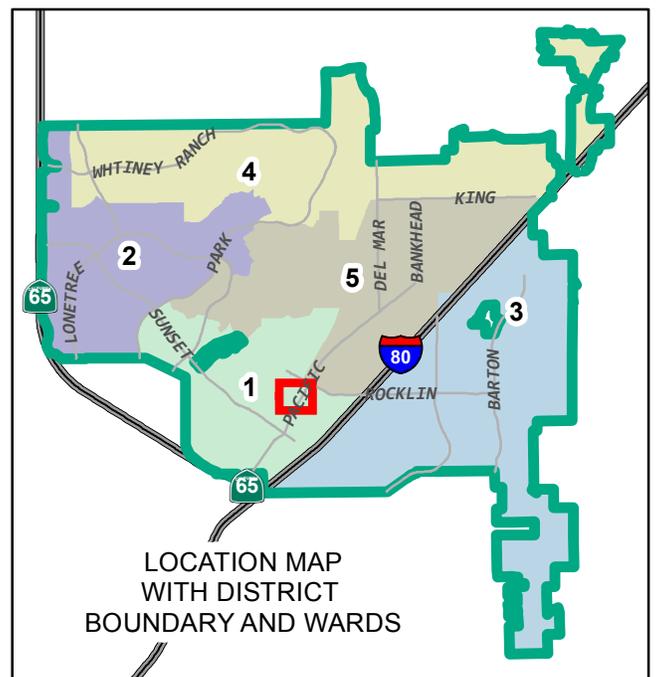


EXHIBIT B

**SOUTH PLACER MUD - CITY OF ROCKLIN  
Front Street Realignment Project  
Sewer Line Installation**

**AS-BID COST ESTIMATE**

Item No.	Item Description	Unit	Qty	Unit Cost	Total
1	Furnish & Install 6" SDR 26 Sewer Mainline	LF	600	\$ 55	\$ 33,000
2	Connect to Existing 4" SDR 26 Sewer Lateral	EA	3	\$ 1,400	\$ 4,200
3	Furnish & Install 48" Sewer Manhole (New)	EA	2	\$ 6,000	\$ 12,000
4	Furnish & Install 48" Sewer Manhole (Saddle MH)	EA	1	\$ 7,000	\$ 7,000
5	Abandon Existing 6" Sewer and Manholes	LS	1	\$ 5,000	\$ 5,000
6	Pre- and Post-CCTV of Existing Sewer	LS	1	\$ 2,000	\$ 2,000
7	Mobilization	LS	1	\$ 6,320	\$ 6,320
8					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
	Subtotal				\$ 69,520
	Compaction Testing and Staking			5%	\$ 3,476.00
	Contingency			10%	\$ 7,300
<b>A</b>	<b>Total Estimated Direct Costs</b>				<b>\$ 80,296</b>
	City Construction Management			5%	\$ 4,015
	Engineering - Design and Project Management	LS	1	\$ 10,000	\$ 10,000
	City 5% Markup on Engineering Costs			5%	\$ 500
<b>B</b>	<b>TOTAL ESTIMATED PROJECT COSTS</b>				<b>\$ 94,810</b>
<b>C</b>	<b>TOTAL REIMBURSEMENT NOT TO EXCEED</b>				<b>\$ 95,000</b>

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**  
**STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Joanna Belanger, Administrative Services Manager

**Subject:** **Consideration of the Board President, Vice-President and Appointments to the Temporary Advisory Committees**

**Meeting Date:** January 7, 2016

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**Overview**

Every January, the Board of Directors chooses a President and Vice-President, as well as considers appointments to the temporary Advisory Committees. Per Section 4 of Resolution 03-02, “For the calendar year 2004, and succeeding years, the Vice President shall become President, and a new Vice-President shall be chosen by a majority vote of the Board of Directors. The three (3) remaining Directors will serve At-Large.” However, this annual succession plan was not adopted when the Board considered and adopted a Policy Handbook per Resolution 15-23, nor was it specifically rescinded in accordance with Policy 1000. The recommendation below recognizes Board’s previous direction. Staff will return to the Board with a Policy documenting the succession plan as a policy to be included in the Handbook.

**Recommendation**

Staff recommends that:

1. The current President, John Murdock, dissolve the existing advisory committees;
2. The Board of Directors entertain a motion confirming that the current Vice-President, Will Dickinson, will succeed as the new President for 2016;
3. The Board of Directors consider nominations for a new Vice-President, entertain a motion for a nominee and vote on said motion; and
4. The President creates and makes appointments to any new temporary advisory committees.

**Strategic Plan Goals**

The annual appointment of the Board President, Vice-President and temporary advisory committees are not governed by the Strategic Plan.

**Related District Ordinances or Policies**

There is no adopted Board policy for these actions although there is previous Board direction per Resolution 03-02.

**Fiscal Impact**

There is no direct fiscal impact associated with these actions.

## SOUTH PLACER MUNICIPAL UTILITY DISTRICT

### STAFF REPORT

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Eric Nielsen, District Engineer  
Joanna Belanger, Administrative Services Manager

**Subject:** Statewide Community Infrastructure Program

**Meeting Date:** January 7, 2016

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#### Overview

The Statewide Community Infrastructure Program (“SCIP”) is sponsored by the California Statewide Communities Development Authority (“CSCDA”), a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. SCIP was instituted by CSCDA to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits. The program has since been expanded to include financing of public capital improvements directly. If a property owner chooses to participate, the selected public capital improvements and the development impact fees owed to the District can be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will impose a special assessment on the owner’s property to repay the portion of the bonds issued to finance the fees paid with respect to the property. With respect to impact fees, the property owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued; or the fees will be funded directly from the proceeds of the SCIP bonds.

On December 3, 2015, the Board heard a brief presentation by SCIP representatives regarding the possibility of the District’s participation in SCIP. After all questions were answered and discussion by the Board of Directors, the Board directed staff to schedule a public hearing for January 7, 2015 for consideration of resolutions making certain findings and authorizing certain matters necessary to participate in SCIP.

The proposed Resolution 16-02 authorizes the General Manager to execute an Amended Joint Exercise of Powers Agreement relating to CSCDA and participation in SCIP.

The proposed Resolution 16-03 authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts within our District’s boundaries, conduct assessment proceedings and levy assessments against the property of participating owners. It approves the form of an Acquisition Agreement, attached to the resolution as Exhibit B, to be entered into between the District and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

**Recommendation**

Staff recommends that the Board of Directors:

1. Conduct a public hearing to order and invite any interested members of the public to provide testimony regarding SCIP and the proposed action and then close the public hearing; and
2. Upon the close of the hearing, adopt the following resolutions:
  - a. Resolution 16-02, Approving, Authorizing and Directing execution of an Amended Joint Exercise of Powers Agreement relating to the California Statewide Communities Development Authority; and
  - b. Resolution 16-03, Authorizing the District to join the Statewide Community Infrastructure Program; Authorizing the California Statewide Communities Development Authority to accept applications from property owners; Conduct Special Assessment Proceedings and Levy Assessments within the territory of the South Placer Municipal Utility District; Approving the Form of Acquisition Agreement for use when applicable and Authorizing related actions.

**Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Goals:

V. Financial Stability

Goal 5.2 – Explore and Evaluate Investment and Business Practice Alternatives

**Fiscal Impact**

This action should facilitate the financing of Sewer Participation Fees and District sewer improvements.

Attachments:

1. Resolution 16-02 and Amended and Restated CSCDA JPA
2. Resolution 16-03 and related Exhibits

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 16-02**

**RESOLUTION OF SOUTH PLACER MUNICIPAL UTILITY DISTRICT APPROVING,  
AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED  
AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY**

WHEREAS, the South Placer Municipal Utility District (the "District"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority, dated as of June 1, 1988 (the "Agreement"); and

WHEREAS, there is now before the District the form of the Agreement; and

WHEREAS, the District proposes to participate in the Programs and desires that certain projects to be located within the District be financed pursuant to the Programs and it is in the public interest and for the public benefit that the District do so; and

WHEREAS, the Agreement has been filed with the District's General Manager and General Counsel, and members of the District's Board of Directors, all of whom have reviewed said Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT AS FOLLOWS:

Section 1. The Agreement is hereby approved and the President of the District is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by the District's Board of Directors and approved as to form by the District's General Counsel.

Section 2. The Board President and General Manager are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The General Manager shall forward a certified copy of this Resolution and an originally executed Agreement to:

Kathleen Jacobs  
Orrick, Herrington & Sutcliffe LLP  
400 Capital Mall, Suite 3000  
Sacramento, California 95814

Section 4. This resolution shall take effect immediately upon its passage.  
PASSED, APPROVED and ADOPTED this 7th day of January, 2016.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

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William Dickinson, President  
Board of Directors

ATTEST

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Joanna Belanger, Board Secretary

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY**

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

**WITNESSETH**

**WHEREAS**, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

**WHEREAS**, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

**WHEREAS**, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

**WHEREAS**, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

**WHEREAS**, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

**WHEREAS**, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

**WHEREAS**, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

**WHEREAS**, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

**WHEREAS**, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

**WHEREAS**, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

**WHEREAS**, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

**WHEREAS**, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

**NOW, THEREFORE**, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

**Section 1. Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

**Section 2. Term.**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

**Section 3. Authority.**

**A. CREATION AND POWERS OF AUTHORITY.**

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

**B. COMMISSION.**

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

#### C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

#### D. MEETINGS OF THE COMMISSION.

##### (1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

**Section 4. Powers.**

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Section 5. Fiscal Year.**

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

**Section 6. Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

**Section 7. Bonds.**

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

**Section 9. Local Approval.**

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

**Section 8. Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

**Section 10. Accounts and Reports.**

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

**Section 11. Funds.**

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

**Section 12. Notices.**

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

**Section 13. Withdrawal and Addition of Parties.**

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

**Section 14. Indemnification.**

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**Section 15. Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

**Section 16. Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

**Section 17. Amendments.**

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

**Section 18. Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

**Section 19. Partial Invalidity.**

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 20. Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

**Section 21. Miscellaneous.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

**Program Participant:**

[SEAL]

\_\_\_\_\_

**By** \_\_\_\_\_

**Name:**

**Title:**

**ATTEST:**

**By** \_\_\_\_\_

**Name:**

**Title:**

March

- Solar Contract
- Auditor Contract
- District General Counsel Contract

April

- Strategic Plan Semi-annual Report

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
RESOLUTION NO. 16-03**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT AUTHORIZING THE DISTRICT TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS WITHIN THE TERRITORY OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority the members of which include numerous cities, counties and local agencies in the State of California, including the South Placer Municipal Utility District (the "District"); and

WHEREAS, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the District or another public agency (the "Improvements"); and

WHEREAS, the District desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and to issue Local Obligations under the 1915 Act to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the District elect to be Participating Developers, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the District;

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the District's official boundaries of record at the time of adoption of each such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the District will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District as follows:

Section 1. The District hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property, execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 2. The District hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including without

limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the District.

Section 3. The Authority has prepared and will update from time to time the “SCIP Manual of Procedures” (the “Manual”), and the District will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The form of Acquisition Agreement presented to this meeting is hereby approved, and the [Chair] is authorized to execute and the [Secretary] is authorized to attest the execution of a completed Acquisition Agreement in substantially said form and pertaining to the Improvements being financed on behalf of the applicable Participating Developer.

Section 5. The appropriate officials and staff of the District are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the District and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit C, together with any other staff persons chosen by the [General Manager] from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 6. The appropriate officials and staff of the District are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by Bond Counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the District, as are reasonably required by the Authority in accordance with the Manual to implement SCIP for Participating Developers and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit C, or other staff person acting in the same capacity for the District with respect to SCIP, are hereby authorized and designated to declare the official intent of the District with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 7. This Resolution shall take effect immediately upon its adoption. The Secretary is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1th day of October, 2015.

Signed:

\_\_\_\_\_

William Dickinson  
President of the Board of Directors

Attest:

\_\_\_\_\_

Joanna Belanger, Board Secretary

**EXHIBIT A TO THE RESOLUTION**  
**FORM OF RESOLUTION OF INTENTION**  
**TO BE ADOPTED BY CSCDA**

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED ASSESSMENT DISTRICT NO. \_\_\_\_\_ (COUNTY OF \_\_\_\_\_, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public capital improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the “Fees”) and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the District or another local agency (the “Improvements”), all of which are of benefit to the property within the proposed Assessment District No. \_\_\_\_\_ (County of \_\_\_\_\_, California) (the “Assessment District”); and

WHEREAS, the Commission finds that the land specially benefited by the Fees and the Improvements is shown within the boundaries of the map entitled “Proposed Boundaries of Assessment District No. \_\_\_\_\_ (County of \_\_\_\_\_, California),” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Assessment District No. \_\_\_\_\_ (County of \_\_\_\_\_, California)”;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct, and the Commission so finds and determines.
2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the California Streets and Highways Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.
3. The Commission has or will designate a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Streets and Highways Code, as supplemented by Section 4 of Article XIID of the California Constitution.
4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of \_\_\_\_\_ within fifteen (15) days of the adoption of this resolution.

5. The Commission determines that the cost of the Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Fees and the provision of the Improvements. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Fees and the provision of the Improvements.

6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1, Division 10, of the Streets and Highways Code of the State of California.

9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

10. The amount of any surplus remaining in the improvement fund after payment of the Fees, acquisition of the Improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.

11. To the extent any Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

[End of Form of Resolution of Intention]

**EXHIBIT B TO THE RESOLUTION**  
**FORM OF ACQUISITION AGREEMENT**

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CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

**ACQUISITION AGREEMENT**

BY AND BETWEEN  
SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
AND  
[DEVELOPER]

Dated as of \_\_\_\_\_, 20\_\_

## ACQUISITION AGREEMENT

### Recitals

A. The parties to this Acquisition Agreement (the “Agreement”) are the SOUTH PLACER MUNICIPAL UTILITY DISTRICT, (the “Local Agency”), and [DEVELOPER], a [here indicate type of legal entity] (the “Developer”).

B. The effective date of this Agreement is \_\_\_\_\_, 20\_\_.

C. The Developer has applied for financing of certain public capital improvements (the “Acquisition Improvements”) and capital facilities fees through the Statewide Community Infrastructure Program (“SCIP”) administered by the California Statewide Communities Development Authority (the “Authority”) and such application has been approved by the Local Agency.

D. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the “Available Amount”.

E. SCIP will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A are descriptions of the Acquisition Improvements, which descriptions are subject to modification by written amendment of this Agreement, subject to the approval of the Authority.

F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

G. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

H. In consideration of Recitals A through G, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

### Agreement

#### ARTICLE I

#### DEFINITIONS; ASSESSMENT DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition Improvements” shall have the meaning assigned to such term in Recital C and are described in Exhibit A.

“Acquisition Price” means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

“Actual Cost” means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as certified by the Local Agency Engineer in an Actual Cost Certificate.

“Actual Cost Certificate” shall mean a certificate prepared by the Developer detailing the Actual Cost of all of the Acquisition Improvement to be acquired hereunder, as revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of \_\_\_\_\_, 20\_\_.

“Assessment District” means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

“Authority” means the California Statewide Communities Development Authority.

“Available Amount” means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

“Code” means the Streets and Highways Code of the State of California.

“Developer” means [Developer], a [here indicate type of legal entity].

“[Developer] Acquisition Account” means the account by that name established by the Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Local Agency” means the South Placer Municipal Utility District.

“Local Agency Engineer” means the Director of Public Works of the Local Agency (the “Director”) or the designee of the Director, who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the land development program of the Developer pertaining to the Developer's property in the Assessment District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

“SCIP” means the Statewide Community Infrastructure Program of the Authority.

“SCIP Requisition” means a requisition for payment of funds from the [Developer] Acquisition Account in substantially the form attached hereto as Exhibit B.

“SCIP Trust Agreement” means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

“SCIP Trustee” means Wells Fargo Bank, National Association, as trustee under the SCIP Trust Agreement.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. Developer has applied for financing thorough SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Developer Acquisition Account, neither the Developer nor the Local Agency shall have any obligations under this

agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount .

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the [Developer] Acquisition Account.

(b) The Authority will cause the SCIP Trustee to establish and maintain the [Developer] Acquisition Account for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the [Developer] Acquisition Account shall remain in the [Developer] Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the [Developer] Acquisition Account shall be withdrawn by the Local Agency in accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the [Developer] Acquisition Account (less any amount determined by the Local Agency as necessary to reserve for claims against such account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment District.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

## ARTICLE II

### DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements,. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts. State law requires that all Acquisition Improvements shall be constructed as if they were constructed under the direction and supervision of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the guidelines of the Local Agency for letting and administering said contracts. The Developer agrees that all such contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. At the time of completion of each Acquisition Improvement, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvement, where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and the related Acquisition Improvement, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If such further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and such determination shall be final and conclusive.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the [Developer] Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the [Developer] Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the [Developer] Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the [Developer] Acquisition Account at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment by the Local Agency to the Developer from the [Developer] Acquisition Account of the Acquisition Price for an Acquisition Improvement shall be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that such Acquisition Improvement is all complete and ready for acceptance by the Local Agency, and shall be further conditioned upon prior satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency as evidence that the property which is subject to the special assessment liens of the Assessment District is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) The Developer shall be current in the payment of all due and payable property taxes and installments for the special assessments of the Assessment District on property owned by the Developer or under option to the Developer.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

### ARTICLE III

#### MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees

or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

South Placer Municipal Utility District  
5807 Springview Drive  
Rocklin, CA 95677]

If to the Developer:

[Developer]  
[Address to Come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

SOUTH PLACER MUNICIPAL UTILITY  
DISTRICT

By \_\_\_\_\_  
Chair

ATTEST:  
Secretary

By \_\_\_\_\_

[DEVELOPER],  
a [here indicate type of legal entity]

By \_\_\_\_\_

(Signature)

---

(Print Name)

**EXHIBIT A TO THE ACQUISITION AGREEMENT**

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

<u>ACQUISITION IMPROVEMENTS</u>	<u>BUDGETED AMOUNTS</u>
1.	\$
2.	
3.	
4.	

**EXHIBIT B TO THE ACQUISITION AGREEMENT**

FORM OF SCIP REQUISITION

To: BLX Group LLC  
SCIP Program Administrator  
777 S. Figueroa St., Suite 3200  
Los Angeles, California 90017  
Attention: Justin Gagnon  
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program  
The undersigned, a duly authorized officer of the SOUTH PLACER MUNICIPAL UTILITY DISTRICT hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]  
Name of Developer: [Developer]  
Withdrawal Amount: [Insert Acquisition Price]  
Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the [Developer] Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the South Placer Municipal Utility District, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Developer Acquisition Account listed above in the amount listed above.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By : \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C TO THE RESOLUTION**

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT CONTACTS FOR SCIP PROGRAM**

**Primary Contact**

Name: Herb Niederberger  
Title: General Manager  
Mailing Address: 5807 Springview Drive, Rocklin, CA 95677  
Delivery Address (if different):  
E-mail: HNiederberger@spmud.ca.gov  
Telephone: (916) 786-8555  
Fax: (916) 786-8553

**Secondary Contact**

Name:  
Title:  
Mailing Address:  
Delivery Address (if different):  
E-mail:  
Telephone:  
Fax:

**[Add additional contacts as needed]**

**CERTIFICATION OF RESOLUTION**

I, the undersigned, the duly appointed and qualified Secretary of the South Placer Municipal Utility District, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a regular meeting of the Board of Directors of the South Placer Municipal Utility District duly and regularly held at the regular meeting place thereof on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, of which meeting all of the members of said Board of Directors had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at \_\_\_\_\_, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Secretary  
South Placer Municipal Utility District

By: \_\_\_\_\_

[Seal]

## **ITEM VII.2 GENERAL MANAGER REPORT**

To: Board of Directors  
From: Herb Niederberger, GM  
Date: January 7, 2016  
Subject: General Manager Monthly Staff Report – December, 2015

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### **1) DEPARTMENT REPORTS**

Attached are the monthly status reports for the Boards information:

- A. Facility Services Department
- B. Administrative Service Department, and
- C. Technical Services Department

The Department Managers are prepared to answer any questions from the Board.

### **2) INFORMATION ITEMS**

- A. On December 8, 2015, the General Manager, along with Director Mitchell, attended a Joint Placer County Chamber of Commerce Government Relations Committee to hear a presentation regarding California Women Lead, Union Pacific and Valley Vision.
- B. On December 15, 2015, the General Manager met with President Murdock and Director Dickinson for the Annual Presidents Committee Meeting to discuss 2015 District accomplishments and goals for 2016, along with the long-range calendar for the coming year,
- C. On December 17, 2015, the General Manager met with the District Legal Counsel to discuss District legal needs. Among some of the items that were discussed:
  - i. SCIP Resolutions
  - ii. Godfrey Lawsuit
  - iii. City of Rocklin MOU
  - iv. Rooftop Solar RFP
  - v. Closed Session for January 2016
- D. Advisory Committee Meetings:
  - i. There were no advisory committee meetings during December..

### **3) LONG RANGE AGENDA**

February 2016

- Loomis Basin Diversion Line – Assessment of Development and Refund, Reimbursement, and Credit Agreements (c)
- Consideration of Adjustments to FY 15/16 Budget (Mid-Year Review)
- Liquidity and Long-Term Investment Resolution

March

- Solar Contract
- Auditor Contract
- District General Counsel Contract

April

- Strategic Plan Semi-annual Report

**To:** Board of Directors  
**From:** Sam Rose, Superintendent  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Field Services Department Monthly Report  
**Meeting Date:** January 7, 2016

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## Overview

This report provides the Board with an overview of Field Services operations from 11/21/2015 through 12/27/2015. The work listed is not all inclusive.

### 1. Recordable Accidents/Injuries (OSHA 300)

- a. Zero (0)
- b. 1270 days without a Recordable Injury

### 2. Service Calls / Sanitary Sewer Overflows (SSOs)

- a. Service Calls
  - i. Twenty Nine (29)
    - A. 24 - Customer's Responsibility
    - B. 5 - SPMUD Responsibility
      - a) Five (5) Mainline Blockage
- b. Lift Station Calls
  - i. Two (2)
- c. Sanitary Sewer Overflows (SSOs)
  - i. Four (4) (18 Days since last SSO)
    - A. Four(4) Mainline (Category 3)

### 3. Safety/Training/Professional Development

- a. All Field employees participated in:
  - i. Hot Work & Welding Safety
  - ii. Emergency Generator and Bypass Operations
- b. Two (2) "Tailgate" safety sessions were held.

ITEM VII

#### 4. Maintenance

#### Feet

a. CCTV Mainline Segments	101 Segments	17,192'
b. CCTV Service Laterals	59 Laterals	2,469'
c. Hydro-Clean Mainline Segments	45 Segments	13,143'
d. Manhole Inspections	50 Manholes	
e. Rodded/Cleaned Service Laterals	32 Laterals	
f. Double Wye Assessments	0 Double Wye's	

#### 5. Construction

a. Service Taps	0 Taps	
b. Lateral Installs	0 Laterals	
c. Property Line Cleanout Work		
i. Repaired	1 Cleanouts	
ii. Installed	0 Cleanout	
d. Mainline Repair	1 Mainline point repair	
e. Service Lateral Repair	0 Lateral point repairs	
f. Manhole Rehabilitation	0 Manholes	
g. Easement Reconstruction	1 Relocated Gate	
h. Easement Reconstruction	1 Installed new drivable access cover for Loomis Basin Flow Recorder.	

#### 6. Facilities

a. Lift Station Operations Checks	51 Operation Checks
b. Corp Yard Water Treatment Facility	00 Operational Checks
c. Lift Station Repair	01 Repairs Performed
d. Lift Station Wet Well Cleaning	09 Wet Wells

#### 7. Miscellaneous

- a. Performed Maintenance/Repair on 9 Vehicles, including mandatory smog inspections
- b. Held one Pump demo, by vendor – Evaluating for purchase
- c. Ordered (x2) Portable flow recorders (Budget Item);
- d. Order Hands-Free Communication devices (Budget Item)
- e. Installed ceiling-mounted air and electric supplies at corp. yard

ITEM VII. ASD REPORT

To: Board of Directors

From: Joanna Belanger, Administrative Services Manager

CC: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Mtg. Date: January 7, 2016

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**Recruitments**

Interviews for the Maintenance Worker I position were completed in early December. A candidate has been selected and will begin working for the District the first week in January.

**Standard Operating Procedures**

Administrative Services staff has been completing the Standard Operating Procedures (SOP's) for the Tyler software. The SOP's will be reviewed by the General Manager.

**Records Archiving**

Beginning in late December Administrative Services staff will begin a review of records in the Archive Room. The records will be reviewed in accordance with Policy 3310-Records Retention Policy. Any records identified as eligible for disposal will be reviewed by the General Manager, as authorized by the District's Board of Directors.

**Request for Proposals - Fire Alarm System Upgrades & Access/Camera/Security Control Systems**

The request for proposals for the Fire Alarm/Access Control systems was issued on November 30, 2015. Three businesses have been initially responsive; bids are expected by December 28, 2015.

**F.O.G. Outreach Events**

The coordination with local schools continues for educational events to be held in early spring 2016. A copy of the first issue of the semi-annual newsletter was included with recent billing cycle statements mailed in December and early January.

ITEM VII. TSD REPORT

To: Board of Directors  
From: Eric Nielsen, District Engineer  
Cc: Herb Niederberger, General Manager  
Subject: Technical Services Department Monthly Report  
Board Date: January 7, 2016

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**IT Master Plan**

Staff continues to work towards Phase One Implementation, which will include discontinued use of the existing WWMS database and implementation of the Lucity database. Staff is planning to complete the setup of Lucity for use by all District staff by the end of December. Training of all District employees will begin in January.

**Foothill Trunk Sewer Replacement Project**

The project is now in the final design, permitting, and right-of-way acquisition phase. Contact with residents along the alignment has begun to gain right of entry during construction and to obtain required signatures for the City of Rocklin tree permit. The application for the other required permits is underway. The project team is coordinating with the United Auburn Indian Community to establish guidelines and procedures for the discovery and treatment of cultural resources during testing and construction. Construction of this project is planned for spring/summer of 2016.

**Loomis Diversion Trunkline Project**

The project is now in the final design, permitting, and right-of-way acquisition phase. The project team is currently conducting property research and preparing for initial correspondence with property owners. Construction of this project is anticipated to start in the spring of 2017.

**High Risk Facilities (HRF) Program**

The RFP for preliminary engineering and cost estimates for the projects identified in the HRF report is being prepared and is anticipated to be advertised in January 2016.

**District Easements**

Staff continues the process of creating a registry of the District easements and incorporating them into the District GIS and Lucity databases. The registry will then be used to systematically inspect District easements to identify encroachments that require permitting. Staff is preparing a standard letter to issue to property owners with encroachments onto District easements.

## Department Performance Indicators

The following charts depict the efforts and performance of the department in three areas as of December 23rd. Additional charts may be added in the future for other areas of work in the department.

