



REGULAR MEETING AGENDA

May 18, 2017 at 2:00 p.m.

**California State Association of Counties
1100 K Street, 1st Floor, Sacramento, CA 95814**

Telephonic Locations:

709 Portwalk Place
Redwood City, CA 94061

County of Yuba
915 8th Street, Marysville, CA 95901

247 Electric Street
Auburn, CA 95603

27788 Hidden Trail Road
Laguna Hills, CA 92653

3252 Southern Hills Drive
Fairfield, CA 94534

County of Butte
7 County Drive, Oroville, CA 95965

A. OPENING AND PROCEDURAL ITEMS

1. Roll Call.

_____ Dan Harrison, Chair	_____ Jordan Kaufman, Member
_____ Larry Combs, Vice Chair	_____ Dan Mierzwa, Member
_____ Kevin O'Rourke, Treasurer	_____ Irwin Bornstein, Member
_____ Tim Snellings, Secretary	_____ Brian Moura, Alt. Member
2. Consideration of the Minutes of the May 4, 2017 Regular Meeting.
3. Consideration of the Consent Calendar.
4. Public Comment.

B. ITEMS FOR CONSIDERATION

5. Consideration of the issuance of revenue bonds or other obligations to finance or refinance the following projects, the execution and delivery of related documents, and other related actions:
 - a. The California School of Mechanical Arts (Lick-Wilmerding High School), City and County of San Francisco; issue up to \$53,000,000 in nonprofit revenue bonds.

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6. Consider the following resolutions relating to Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California:
 - a. Resolution of intention to designate an improvement area and to authorize the levy of special taxes.
 - b. Resolution to incur bonded indebtedness to finance certain development impact fees and the acquisition and construction of certain public facilities, to mitigate the impacts of development within the new improvement area and calling for a public hearing.
7. Consider the following resolutions for one Statewide Community Infrastructure Program (SCIP) Assessment District for SCIP 2017B:
 - a. Resolution of intention to finance the payment of development impact fees, including approval of proposed boundary map.
 - b. Resolution preliminarily approving the engineer's report, setting the public hearing of protests and providing property owner ballots.
8. Consider resolution approving the sale of California Statewide Communities Development Authority Community Facilities District No. 2016-01 (Napa Pipe) Special Tax Bonds, Series 2017A (Federally Taxable) by either negotiated or private sale and authorizing related actions and the execution of related documents in connection with the sale of such bonds.
9. Consider resolution approving issuance of not to exceed \$6,000,000 in connection with the execution and delivery of Local Measure R Sales Tax Revenue Certificates of Participation Series 2017A (Total Road Improvement Program).
10. Consideration of recommendation for appointment of Assessment Engineer for the SCIP program pursuant to responses to CSCDA's request for proposals.
11. Consideration of Professional Services Agreement with Renovate America, Inc. for services as an administrator under CSCDA's Open PACE Program.
12. Consideration of a resolution ratifying and approving the forms of certain documents to be used in connection with the issuance of CSCDA Open Pace limited obligation improvement bonds not to exceed \$500 million for Renovate America, Inc. and approving related documents and actions.

C. STAFF ANNOUNCEMENTS, REPORTS ON ACTIVITIES OR REQUESTS

13. Executive Director Update.
14. Staff Updates.
15. Adjourn.

NEXT MEETING: Thursday, June 1, 2017 at 2:00 p.m.
League of California Cities
1400 K Street, 3rd Floor, Sacramento, CA 95814

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

CONSENT CALENDAR

1. Consent Calendar

- a. Inducement of TPG (Laguna Niguel – Crowne Valley) LLC (Laguna Niguel Wrap Apartments), City of Laguna Niguel, County of Orange; issue up to \$120 million in multi-family housing revenue bonds.

May 18, 2017



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**REGULAR MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

League of California Cities
1400 K Street, 3rd Floor, Sacramento, California 95814

May 4, 2017

MINUTES

Commission Chair Dan Harrison called the meeting to order at 2:01 pm.

1. Roll Call.

Commission members present: Dan Harrison. Larry Combs, Jordan Kaufman, Dan Mierzwa, Kevin O'Rourke, Tim Snellings and Brian Moura participated by teleconference.

Others present included: Jon Penkower, Bridge Strategic Partners and Sendy Young, CSAC Finance Corporation.

Catherine Bando, CSCDA Executive Director; Erin Pham, Orrick, Herrington & Sutcliffe; Trisha Ortiz, Richards, Watson & Gershon participated by teleconference.

2. Consideration of the minute of the April 20, 2017 Regular Meeting.

The Commission approved the minutes of the April 20, 2017 Regular Meeting.

Motion to approve by Combs; second by Mierzwa; unanimously approved by roll call vote.

3. Consideration of the Consent Calendar.

The Commission approved the following items on the Consent Calendar:

- a. Inducement of Hayward Main & Maple Apartments, L.P. (Main and Maple Apartments), City of Hayward, County of Alameda; issue up to \$110 million in multi-family housing revenue bonds.
- b. Inducement of Mission Cottages, LP (Cottages at Mission Trails), City of Lake Elsinore, County of Riverside; issue up to \$25 million in multi-family housing revenue bonds.

Motion to approve consent calendar by Mierzwa; second by Combs; unanimously approved by roll call vote.

4. Public Comment

There was no public comment.

5. Consideration of the issuance of revenue bonds or other obligations to finance or refinance the following projects, the execution and delivery of related documents, and other related actions:

The Commission approved the issuance of revenue bonds or other obligations to finance or refinance the following projects, the execution and delivery of related documents, and other related actions:

- a. ML Casa VII, LP (Ivy Hill Apartments), City of Walnut Creek, County of Contra Costa; issue up to \$26,000,000 in multifamily housing revenue bonds.

Executive Director Bando provided an overview of the project and indicated that the financing complies with CSCDA's general and issuance policies and she recommends approval.

Motion to approve by Mierzwa; second by Combs; unanimously approved by roll call vote.

- b. Sierra Village, L.P. (Sierra Village Apartments), City of Dinuba, County of Tulare; issue up to \$10,000,000 in multifamily housing revenue bonds.

Executive Director Bando provided an overview of the project and indicated that the financing complies with CSCDA's general and issuance policies and she recommends approval. Jon Penkower indicated that the different political views caused the split vote at the TEFRA hearing and was not related to any issues with the developers.

Motion to approve consideration by Snellings; second by O'Rourke; unanimously approved by roll call vote.

6. Take the following actions relating to the Statewide Community Infrastructure Program (SCIP):

- a. Conduct proceedings with respect to formation of an assessment district in the County of Placer pursuant to SCIP (hearing to be held at 2 p.m. or shortly thereafter):
 - i. Open Assessment District Public Hearing.

- ii. Close Assessment District Public Hearing.
- iii. Open assessment ballot and announce results.

Chair Harrison opened the Public Hearing. There were no comments. Erin Pham from Orrick, Herrington & Sutcliffe announced the results of the ballot as 17-2 in favor of the assessment district.

- b. Consideration of the following resolutions with respect to formation of an assessment district in the County of Placer pursuant to SCIP:

The Commission approved the following resolutions as presented:

- i. Resolution approving final engineer's report, levying assessments, ordering the financing of specified development impact fees and capital improvements, and confirming unpaid assessment amounts.

Motion to approve consideration by Combs; second by Kaufman; unanimously approved by roll call vote.

- ii. Resolution providing for the issuance of a separate series of SCIP limited obligation for improvement bonds and approving the form and substance of a trust agreement.

Motion to approve resolution by Combs; second by Mierzwa; unanimously approved by roll call vote.

- 7. Consider resolution approving the issuance of the CFD No. 2016-01 (Napa Pipe) Special Tax Bonds, Series 2017A; authorizing the execution and delivery of an Indenture and Disbursement Agreement; approving a Bond Purchase Contract, and Official Statement, and a Continuing Disclosure Certificate; authorizing the sale of such bonds; and authorizing related actions and the execution of related documents in connection with the issuance, sale and delivery of such bonds.

Executive Director Bando recommended approval of the resolution. The Commission approved the resolution as presented.

Motion to approve resolution by Snellings; second by O'Rourke; unanimously approved by roll call vote.

- 8. Executive Director update.

Executive Director Bando reported she and James Hamill would attend the CSAC Legislative Conference in Sacramento on May 17, 2017.

9. Staff updates.

Jon Penkower reported that CSCDA will have a record breaking year with issuances exceeding those of the previous years.

10. Chair Dan Harrison adjourned the meeting at 2:27pm.

Submitted by: Sendy Young, CSAC Finance Corporation

*The next regular meeting of the commission is scheduled for
Thursday, May 18, at 2:00 pm
in the California State Association of Counties office at 1100 K Street, 1st Floor,
Sacramento, California.*

RESOLUTION NO. 17H-__

**A RESOLUTION OF THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY SETTING
FORTH THE AUTHORITY'S OFFICIAL INTENT TO ISSUE
MULTIFAMILY HOUSING REVENUE BONDS TO UNDERTAKE
THE FINANCING OF VARIOUS MULTIFAMILY RENTAL
HOUSING PROJECTS AND RELATED ACTIONS**

WHEREAS, the Authority is authorized and empowered by the Title 1, Division 7, Chapter 5 of the California Government Code to issue mortgage revenue bonds pursuant to Part 5 (commencing with Section 52000) of the California Health and Safety Code (the "Act"), for the purpose of financing multifamily rental housing projects; and

WHEREAS, the borrowers identified in Exhibit A hereto and/or related entities (collectively, the "Borrowers") have requested that the Authority issue and sell multifamily housing revenue bonds (the "Bonds") pursuant to the Act for the purpose of financing the acquisition and rehabilitation or construction as set forth in Exhibit A, of certain multifamily rental housing developments identified in Exhibit A hereto (collectively, the "Projects"); and

WHEREAS, the Authority, in the course of assisting the Borrowers in financing the Projects, expects that the Borrowers have paid or may pay certain expenditures (the "Reimbursement Expenditures") in connection with the Projects within 60 days prior to the adoption of this Resolution and prior to the issuance of the Bonds for the purpose of financing costs associated with the Projects on a long-term basis; and

WHEREAS, Section 1.103-8(a)(5) and Section 1.150-2 of the Treasury Regulations require the Authority to declare its reasonable official intent to reimburse prior expenditures for the Projects with proceeds of a subsequent tax-exempt borrowing; and

WHEREAS, the Authority wishes to declare its intention to authorize the issuance of Bonds for the purpose of financing costs of the Projects (including reimbursement of the Reimbursement Expenditures, when so requested by the Borrower upon such terms and condition as may then be agreed upon by the Authority, the Borrower and the purchaser of the Bonds) in an aggregate principal amount not to exceed the amount with respect to each Project set forth in Exhibit A; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986 limits the amount of multifamily housing mortgage revenue bonds that may be issued on behalf of for-profit borrowers in any calendar year by entities within a state and authorizes the governor or the legislature of a state to provide the method of allocation within the state; and

WHEREAS, Chapter 11.8 of Division 1 of Title 2 of the California Government Code governs the allocation of the state ceiling among governmental units in the State of California having the authority to issue private activity bonds; and

WHEREAS, Section 8869.85 of the California Government Code requires a local agency desiring an allocation of the state ceiling to file an application with the California Debt Limit Allocation Committee (the "Committee") for such allocation, and the Committee has certain policies that are to be satisfied in connection with any such application;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Authority as follows:

Section 1. The above recitals, and each of them, are true and correct.

Section 2. The Authority hereby determines that it is necessary and desirable to provide financing for the Projects (including reimbursement of the Reimbursement Expenditures) by the issuance and sale of Bonds pursuant to the Act, as shall be authorized by resolution of the Authority at a meeting to be held for such purpose, in aggregate principal amounts not to exceed the amounts set forth in Exhibit A. This action is taken expressly for the purpose of inducing the Borrowers to undertake the Projects, and nothing contained herein shall be construed to signify that the Projects comply with the planning, zoning, subdivision and building laws and ordinances applicable thereto or to suggest that the Authority or any program participant, officer or agent of the Authority will grant any such approval, consent or permit that may be required in connection with the acquisition and construction or rehabilitation of the Projects, or that the Authority will make any expenditures, incur any indebtedness, or proceed with the financing of the Project.

Section 3. This resolution is being adopted by the Authority for purposes of establishing compliance with the requirements of Section 1.103-8(a)(5) and Section 1.150-2 of the Treasury Regulations. In such regard, the Authority hereby declares its official intent to use proceeds of indebtedness to reimburse the Reimbursement Expenditures.

Section 4. The officers and/or the program managers of the Authority are hereby authorized and directed to apply to the Committee for an allocation from the state ceiling of private activity bonds to be issued by the Authority for each of the Projects in an amount not to exceed the amounts set forth in Exhibit A, and to take any and all other actions as may be necessary or appropriate in connection with such application, including but not limited to the payment of fees, the posting of deposits and the provision of certificates, and any such actions heretofore taken by such officers and program managers are hereby ratified, approved and confirmed.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this May 18, 2017.

The undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DOES HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on May 18, 2017.

By: _____
Authorized Signatory

EXHIBIT A

Project Name	Project Location	Project Description (units)	New Construction/ Acquisition and Rehabilitation	Legal Name of initial owner/operator	Bond Amount
Laguna Niguel Wrap Apartments	City of Laguna Niguel, County of Orange	192	New Construction	TPG (Laguna Niguel - Crown Valley) LLC	\$120,000,000



Agenda Item No. 5a

Agenda Report

DATE: May 18, 2017

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PROJECT: The California School of Mechanical Arts (Lick-Wilmerding High School)

PURPOSE: Authorize the Issuance of Tax-Exempt Obligations to Refinance and Finance School Facilities located in the City and County of San Francisco

AMOUNT: Not to Exceed \$53,000,000

EXECUTIVE SUMMARY:

The California School of Mechanical Arts (Lick-Wilmerding High School) (“LWHS” or the “School”), has requested that CSCDA issue tax-exempt nonprofit revenue obligations in an amount not to exceed \$53,000,000 (the “Obligations”) to refinance and finance certain school facilities located in the City and County of San Francisco. This is LWHS’s second financing with CSCDA.

PROJECT ANALYSIS:

About LWHS:

Founded in 1895, LWHS is a co-educational not-for-profit public benefit corporation that serves 491 students in grades 9-12. LWHS is located on Ocean Avenue in the City of San Francisco’s Balboa Park neighborhood. Its mission is to “develop the head, heart and hands of highly motivated students from all walks of life, inspiring them to become life-long learners who contribute to the world with confidence and compassion. In 1955, LWHS moved to its current campus on Ocean Avenue and became a boys only school, while beginning to develop its outstanding college preparatory curriculum. In 1972, LWHS became co-educational once again and, shortly thereafter, began charging tuition for the first time in its history. LWHS has 76 full and part time administrators and faculty which hold 50 Master’s degrees and eight Doctorates. Performing, technical, and fine arts teachers have supplemented their formal degrees with extensive work and performance experience.

About the Project:

The 2017 financing will provide approximately \$39,000,000 of new money and also refinance the School’s existing First Republic Bank tax-exempt loan which is currently outstanding in the amount of \$14,000,000. The financing proceeds will be used to construct a new 45,000 square foot three-story building and remodel

approximately 8,400 existing square feet to accommodate classrooms, science labs, faculty/administrative offices and other facilities at the School's campus. The School's current timeline has ground breaking in June, 2017 and expected completion by the time school begins in August, 2018.

The new school building will provide:

- Better air circulation and natural lighting, thereby creating a healthier learning environment.
- New Center for Civic Engagement as a hub for student life and community engagement.
- Improved entry to the School with greater accessibility for people of all abilities.
- Increased number of spaces dedicated to student group work.
- Dedicated lab for environmental science.
- Expanded state of the art dance studio to accommodate the growing dance program.
- New athletics locker rooms.
- New and improved offices for faculty and staff.
- Gallery space to showcase student work.
- Increased outdoor community space.
- A third floor, which will add six new classrooms.

Public Agency Approval:

TEFRA Hearing: A TEFRA hearing was held by the City and County of San Francisco on May 8, 2017, at which time there were no comments received. It is expected that the Board of Supervisors will approve the TEFRA resolution by June 15, 2017. CSCDA's approval of the financing shall be contingent upon final TEFRA approval from the City and County of San Francisco.

Public Benefit:

- **Scholarships/Financial Aid** – The School is committed to providing quality education and believes that qualified students should be given the opportunity to attend the School. Through the generosity of its benefactors and the success of its fundraising efforts, approximately 38% of LWHS students receive tuition assistance and 28% of LWHS' operating budget is devoted to flexible tuition.
- **Community Access** – The School provides space to local nonprofit organizations interested in hosting events on the LWHS campus.
- **Civic Engagement** – The School sponsors its Public Purpose Program. As a private school with a public purpose, service and community engagement are at the core of an LWHS education. The Public Purpose Program is a way for students to truly live LWHS' mission and meaningfully engage with local, national, and global communities. The four year program guides students in several ways, from recognizing how to apply their education and unique talents, to ultimately affecting positive change and social justice.

Sources and Uses:

Sources of Funds:

Tax-Exempt Proceeds:	\$ 53,000,000
Total Sources:	\$ 53,000,000

Uses of Funds:

Payoff of Existing Loan:	\$ 14,000,000
Project Fund:	\$ 38,750,000
Costs of Issuance:	\$ 250,000
Total Uses:	\$ 53,000,000

Finance Partners:

Bond Counsel:	Hawkins, Delafield & Wood, LLP, San Francisco
Authority Counsel:	Orrick, Herrington & Sutcliffe, LLP, Sacramento
Private Placement Purchaser:	First Republic Bank, San Francisco

Finance Terms:

Anticipated Rating:	Unrated
Term:	30 years at a fixed interest rate
Structure:	Private Placement
Estimated Closing:	June 30, 2017

CSCDA Policy Compliance:

The financing complies with CSCDA's general, issuance and K-12 private school policies.

DOCUMENTS: (as attachments)

1. CSCDA Resolution (Attachment A)

COMMISSION ACTION RECOMMENDED BY THE EXECUTIVE DIRECTOR:

1. Approves the issuance of the Bonds and the financing of the Project, subject to TEFRA approval by the City and County of San Francisco;
2. Approves all necessary actions and documents in connection with the financing; and
3. Authorizes any member of the Commission or Authorized Signatory to sign all necessary documents.

ATTACHMENT A

RESOLUTION NO. 17 NP-__

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

A RESOLUTION AUTHORIZING THE ISSUANCE OF OBLIGATIONS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$53,000,000, FOR THE FINANCING AND REFINANCING OF VARIOUS CAPITAL FACILITIES OWNED AND OPERATED BY THE CALIFORNIA SCHOOL OF THE MECHANICAL ARTS (LICK-WILMERDING HIGH SCHOOL), AND OTHER MATTERS RELATING THERETO

WHEREAS, pursuant to the provisions of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the "Act"), a number of California cities, counties and special districts (each, a "Program Participant") entered into a joint exercise of powers agreement (the "Agreement") pursuant to which the California Statewide Communities Development Authority (the "Authority") was organized;

WHEREAS, the Authority is authorized by its Agreement to issue bonds, notes or other evidences of indebtedness, or certificates of participation in leases or other agreements in order to promote economic development;

WHEREAS, the Authority is authorized by a resolution adopted March 21, 1991, to issue bonds, notes or other evidences of indebtedness, or certificates of participation in leases or other agreements to finance or refinance facilities owned and/or leased and operated by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 which are determined by the Authority to satisfy the criteria set forth in such resolution (the "Eligible Organizations");

WHEREAS, pursuant to the provisions of the Act, the cities, counties and special districts which are the contracting parties comprising the membership of the Authority are authorized to jointly exercise any power common to such contracting parties, including, without limitation, the power to acquire and dispose of property, both real and personal;

WHEREAS, the City and County of San Francisco (the "City") is a Program Participant, and such City is authorized to acquire and dispose of property, both real and personal, pursuant to the provisions of Chapter 1, Division 1 of Title 3 of the Government Code of the State of California;

WHEREAS, pursuant to the provisions of the Act and the Agreement, the Authority is authorized to enter into installment purchase and/or sale agreements with the Eligible Organizations and to deliver certificates of participation evidencing interests therein;

WHEREAS, pursuant to the provisions of the Act, the Authority may, at its option, issue bonds, rather than certificates of participation, and enter into a loan agreement with the Eligible Organizations;

WHEREAS, The California School of Mechanical Arts, a California nonprofit corporation (the "Corporation"), wishes to : (1) (a) finance the demolition of a classroom building and construction of a new building planned to be three stories and include approximately 45,000 square feet of interior space to be used primarily for classroom and office space, (b) remodeling of an existing science and auditorium building to provide for reconfigured and expanded science labs, and (c) miscellaneous construction, renovation and acquisition of other capital improvements (collectively, the "2017 Project") on the Corporation's campus, located at 755 Ocean Avenue, San Francisco, California 94112 (the "Campus"); (2) refinance certain tax-exempt obligations issued by the Authority which refinanced the ABAG Finance Authority for Nonprofit Corporations Revenue Bonds (The California School of Mechanical Arts – Lick-Wilmerding High School) Series 2002 that financed improvements to the Campus (the "2002 Project" and together with the 2017 Project, the "Projects"); and (3) pay various costs of issuance and other related costs with respect to the Obligations (defined below);

WHEREAS, the Corporation is requesting the assistance of the Authority in refinancing the Project;

WHEREAS, pursuant to Master Loan Agreements to be executed by First Republic Bank (the "Lender"), the Authority and the Corporation (the "Master Loan Agreements"), the Authority will grant tax-exempt loans to the Corporation in an aggregate principal amount not exceeding \$53,000,000 (the "Obligations"), for the purpose of financing and refinancing the Projects;

WHEREAS, pursuant to the Master Loan Agreements, the Corporation is requesting the Authority to assign all of the Authority's rights (except certain reserved rights) in relation to the Obligation to the Lender;

WHEREAS, pursuant to the policies of the Authority, the Obligations may only be assigned to Qualified Institutional Buyers (as defined in the Master Loan Agreements) and the Lender will sign an investor letter confirming that it is a Qualified Institutional Buyer and certain other related matters;

WHEREAS, there has been made available to the Commissioners of the Authority the proposed form of the Master Loan Agreements.

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. Pursuant to the Act and the Master Loan Agreements, the Authority is hereby authorized to issue the Obligations in an aggregate principal amount not to exceed Fifty Three Million Dollars (\$53,000,000). The Obligations shall be issued and secured in accordance with the terms of the Master Loan Agreements made available to the Commissioners.

Section 2. The proposed form of Master Loan Agreements, as made available to the Commissioners, are hereby approved. Any member of the Commission of the Authority or their administrative delegates duly authorized pursuant to Resolution No. 17R-4 of the Authority, adopted on March 2, 2017 (each an "Authorized Signatory") is hereby authorized and directed, for

and on behalf of the Authority, to execute and deliver the Master Loan Agreements in substantially said form, with such changes and insertions therein as any member of the Commission, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The dated date, maturity date or dates, interest rate or rates, methods of determining rates, interest payment dates, denominations, forms, registration privileges, manner of execution, place or places of payment, terms of redemption, tender provisions, and other terms of the Obligations shall be as provided in the Master Loan Agreements, as finally executed.

Section 3. The Chair, the Vice Chair, the Secretary, the Treasurer, any other members of the Commission of the Authority and other appropriate officers and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all documents, including, without limitation, any and all documents and certificates to be executed in connection with securing credit support, if any, for the Obligations, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Authority has approved in this resolution and to consummate by the Authority the transactions contemplated by the documents approved hereby, including any subsequent amendments, waivers or consents entered into or given in accordance with such documents.

Section 4. All actions heretofore taken by the Chair, the Vice Chair, the Secretary, the Treasurer, any other members of the Commission of the Authority and other appropriate officers and agents of the Authority with respect to the issuance of the Obligations are hereby ratified, confirmed and approved.

Section 5. Notwithstanding anything to the contrary in this Resolution, no documents referenced in this Resolution may be executed and delivered until the City has held the hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, if required by said Section, and has approved the issuance of the Obligations as may be required thereby and in accordance with Section 9 of the Agreement to provide refinancing for the Project.

Section 6. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of May, 2017.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on May 18, 2017.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

Agenda Item No. 6a&b

Agenda Report

DATE: May 18, 2017

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PROJECT: University District (City of Rohnert Park) – Community Facilities District

PURPOSE: Consider the following resolutions relating to Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma:

- a. Resolution of intention to designate an improvement area and to authorize the levy of special taxes.
- b. Resolution to incur bonded indebtedness to finance certain development impact fees and the acquisition and construction of certain public facilities, to mitigate the impacts of development within the new improvement area and calling for a public hearing.

EXECUTIVE SUMMARY:

University District is the development of 270 acres and 1,236 single family residences in the City of Rohnert Park. Bonds in the amount of \$10.9M were issued by CSCDA for Improvement Area No. 1 in February, 2016 which consists of 399 single family homes. A subsequent series of bonds will now be issued for Improvement Area M for the remaining 837 single family homes. The project is adjacent to Sonoma State University.

THE PROJECT:

CSCDA has received a written petition from Vast Oaks Properties L.P., California limited partnership (the “Owner”), requesting that proceedings be instituted to designate an additional improvement area within the Community Facilities District for the purpose of financing improvements. The proposed improvement area is within the boundaries of Improvement Area M and will be designated as Improvement Area No. 2.

The financing will not exceed \$50,000,000. The resolution requested to be adopted is the first step in establishing the new improvement area and subsequently issue bonds at a later date.

All improvements to be financed will be pursuant to the original resolution adopted by the CSCDA Commission on June 18, 2015.

COMMISSION ACTION RECOMMENDED BY THE EXECUTIVE DIRECTOR:

CSCDA's Executive Director recommends the following actions:

1. Approve the resolution of intention to designate an improvement area and to authorize the levy of special taxes.
2. Approve the resolution to incur bonded indebtedness to finance certain development impact fees and the acquisition and construction of certain public facilities, to mitigate the impacts of development within the new improvement area and calling for a public hearing for July 6, 2017 at 2:00 pm at the League of California Cities.

RESOLUTION NO. 17SCIP-__

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

A RESOLUTION OF INTENTION OF THE COMMISSION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO DESIGNATE AN IMPROVEMENT AREA WITHIN COMMUNITY FACILITIES DISTRICT NO. 2015-01 (UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) conducted proceedings under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California (the “Act”), (i) to form a community facilities district within the City of Rohnert Park (the “City”), County of Sonoma, State of California, designated and known as “California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California” (the “Community Facilities District”) and designating “Improvement Area No. 1” and “Improvement Area M” therein, (ii) to authorize levying a special tax therein to finance the acquisition and construction of certain public capital facilities to be owned by the City and to finance certain development impact fees to pay for other public capital facilities (collectively, the “Improvements”) to be owned by the City, (iii) to authorize the issuance of debt to finance the facilities, and (iv) to establish the appropriations limit for the Community Facilities District, all as set forth in the Commission’s Resolution No. 15R-37 (the “Resolution of Formation”), adopted on June 18, 2015; and

WHEREAS, the Commission has received a written petition from Vast Oaks Properties L.P., California limited partnership (the “Owner”), requesting that proceedings be instituted to designate an additional improvement area within the Community Facilities District for the purpose of financing the Improvements, the boundaries of which would include certain of the Owner’s property that is within the boundaries of the Community Facilities District; and

WHEREAS, said proposed improvement area is within the boundaries of Improvement Area M; and

WHEREAS, the Owner has represented and warranted to the Authority that the Owner is the owner of all of the area of land proposed to be included within said proposed new improvement area; and

WHEREAS, under Section 53350 of the Act, the Authority is authorized to designate said improvement area within the Community Facilities District;

WHEREAS, the Commission is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority as follows:

Section 1. The Commission finds and determines that the foregoing recitals are true and correct.

Section 2. The improvement area designated within the Community Facilities District is proposed to be known as “California Statewide Communities Development Authority Community Facilities District No. 2015-01, Improvement Area No. 2 (University District), City of Rohnert Park, County of Sonoma, State of California” (“Improvement Area No. 2”).

Section 3. The boundaries of the Community Facilities District are shown on the map attached as Exhibit B of the Commission’s Resolution No. 15R-37 adopted on June 18, 2015, which map was recorded on June 9, 2015, in the Book of Maps of Assessment and Community Facilities Districts maintained by the County Recorder of the County of Sonoma in Book 770 at Pages 31 and 32, and as Instrument No. 2015049982. The boundaries of the territory proposed for inclusion in Improvement Area No. 2 are more particularly described and shown on the Boundary Map now on file in the office of the Secretary, which map is hereby approved by the Commission. A reduced copy of the Boundary Map is marked Exhibit A and is attached hereto, and by this reference is incorporated herein and made a part of this Resolution. The Commission finds the Boundary Map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code and directs the Secretary to certify the adoption of this Resolution on the face of the Boundary Map. The Authority’s special tax consultant is hereby authorized and directed to record a copy of the Boundary Map with the County Recorder of Sonoma County in accordance with the provisions of Section 3111 of the California Streets and Highways Code.

Section 4. It is the intention of the Commission to finance the Improvements described in Exhibit A to the Resolution of Formation as attached hereto as Exhibit B. All of the public facilities to be financed directly or through development impact fees have an estimated useful life of five (5) years or longer. They are public facilities that the City or other local governmental agencies are authorized by law to construct, own or operate, or to which they may contribute revenue, and that are necessary to meet increased demands placed upon the City as a result of development occurring and anticipated to occur within the Community Facilities District, including Improvement Area No. 2. The Improvements need not be physically located within Improvement Area No. 2.

Section 5. The cost of financing the acquisition and construction of the Improvements includes incidental expenses for the Improvements comprising the costs of planning and designing the Improvements, together with the costs of environmental evaluations thereof, and all costs associated with the Amendments and designation of Improvement Area No. 2, the issuance of any bonds, the determination of the amount of any special taxes or the collection or payment of any special taxes and costs otherwise incurred in order to carry out the authorized purposes of Improvement Area No. 2, together with any other expenses incidental to the acquisition and construction of the Improvements. A representative list of incidental expenses proposed to be incurred are set forth on Exhibit C to the Resolution of Formation and attached hereto as Exhibit C, which by this reference is incorporated herein and made a part of this Resolution.

Section 6. It is the intention of the Commission that, except where funds are otherwise available, a special tax shall be annually levied within Improvement Area No. 2 sufficient to finance the Improvements, including but not limited to the payment of interest on and principal of any bonds to be issued to finance the Improvements; the making of lease payments for any of the Improvements (whether in conjunction with the issuance of certificates of participation or not); the repayment of funds advanced by the City or the Developer for Improvement Area No. 2 and including the repayment under any

acquisition, deposit or other agreement (which shall not constitute a debt or liability of the Authority) of advances of funds or reimbursement for the lesser of the value or cost or work in-kind provided by any person for the Community Facilities District, including Improvement Area No. 2. Pursuant to Section 53314.9 of the Act, the Authority proposes to repay the Developer funds advanced by the developer to pay costs in forming, amending or taking other actions with respect to the Community Facilities District solely from the proceeds of bonds issued within the Community Facilities District, including Improvement Area No. 2, and the levy of special taxes within the Community Facilities District, including Improvement Area No. 2.

Section 7. Upon recordation of a Notice of Special Tax Lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property within Improvement Area No. 2, and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien is cancelled in accordance with law, or until levy of the special tax by the Authority ceases.

Section 8. It is the intention of the Commission that the proposed special tax will be collected through the regular County of Sonoma secured property tax bills, and will be subject to the same enforcement mechanism, and the same penalties and interest for late payment, as regular ad valorem property taxes; however, the Commission reserves the right to utilize any other lawful means of billing, collecting and enforcing the special tax, including direct billing, supplemental billing, and, when lawfully available, judicial foreclosure of the special tax lien.

Section 9. The rate and method of apportionment of the special tax for Improvement Area No. 2 (the "Rate and Method"), including the maximum annual special tax, is set forth in Exhibit D, attached hereto, which by this reference is incorporated herein and made a part of this Resolution. The Rate and Method provides sufficient detail to allow each landowner or resident within Improvement Area No. 2 to estimate the maximum amount that such person will have to pay, and specifies the conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied. The maximum authorized special tax for financing the acquisition and construction of the Improvements that may be levied against any parcel of land used for private residential purposes (which use commences no later than the date on which an occupancy permit for private residential use is issued) is specified as a dollar amount and shall not increase in accordance with the Rate and Method set forth in Exhibit D. The special tax shall not be levied for financing the acquisition and construction of the Improvements against such residential property after the time stated in Exhibit D. Under no circumstances shall the special tax be increased on such residential property, as a consequence of delinquency or default by the owners of any other parcel or parcels of land, by more than ten percent (10%) above the level that would have been levied had there been no delinquencies.

Section 10. The Commission hereby sets Thursday, July 6, 2017, at 2:00 p.m., or as soon thereafter as the Commission may reach the matter, at the offices of the League of California Cities, at 1400 K Street, Third Floor, Sacramento, California 95814, as the time and place for a public hearing to be held by the Commission to consider the designation of Improvement Area No. 2.

Section 11. Any protests to the proposals in this resolution may be made orally or in writing by any interested persons or taxpayers, except that any protests pertaining to the regularity or sufficiency of these proceedings must be in writing and must clearly set forth the irregularities and defects to which objection is made. The Commission may waive any irregularities in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. All written protests not presented in person by the protester at the public hearing must be filed with the Secretary of the Authority (the "Secretary") at or before the time fixed for the public hearing in order to be received and considered. Any written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

Section 12. The Secretary shall give notice of the time and place of the public hearing by publishing a Notice of Public Hearing substantially in the form attached hereto as Exhibit E once in a newspaper of general circulation published in the area of Improvement Area No. 2, pursuant to section 6061 of the California Government Code, and publication must be completed at least seven days prior to the date set for such public hearing.

Section 13. Should any property subject to the special tax be acquired by a public agency and then leased for private purposes, it is the intention of the Commission, pursuant to Section 53340.1 of the California Government Code, to levy the special tax on the leasehold or possessory interests in property owned by a public agency (which property is otherwise exempt from the special tax), to be payable by the owner of the leasehold or possessory interests in such property.

Section 14. It is the intention of the Commission, pursuant to Section 53325.7 of the California Government Code, to establish the initial appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Improvement Area No. 2 in the amount of \$50,000,000.

Section 15. The levy of said proposed special tax for Improvement Area No. 2 shall be subject to the approval of the qualified electors of Improvement Area No. 2 at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in Improvement Area No. 2, with each person who is the owner of land at the close of said hearing having one vote for each acre or portion of an acre of land that he or she owns in Improvement Area No. 2 not exempt from such special tax. The Authority is informed that during the 90 days prior to the date set for the hearing, there will be no registered voters residing in Improvement Area No. 2. The Commission will require this information to be confirmed before ordering the election.

Section 16. The officers, employees, and agents of the Authority are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 17. Pursuant to the Rate and Method of Apportionment of Special Tax for Improvement Area M, if the designation of Improvement Area No. 2 is approved by the qualified electors of Improvement Area No. 2, then the lien of the special tax for Improvement Area M will be deemed prepaid on the parcels located within Improvement Area No. 2 and a notice of cessation of such lien will be recorded against the property in Improvement Area No. 2.

Section 18. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of May, 2017.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on May 18, 2017.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01,
(UNIVERSITY DISTRICT),
CITY OF ROHNERT PARK,
COUNTY OF SONOMA,
STATE OF CALIFORNIA**

PROPOSED BOUNDARY MAP

[Attached]

EXHIBIT B

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01,
(UNIVERSITY DISTRICT),
CITY OF ROHNERT PARK,
COUNTY OF SONOMA,
STATE OF CALIFORNIA**

Resolution of Formation of Community Facilities District

[Attached]

EXHIBIT C

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01,
(UNIVERSITY DISTRICT),
CITY OF ROHNERT PARK,
COUNTY OF SONOMA,
STATE OF CALIFORNIA**

**REPRESENTATIVE LISTING OF INCIDENTAL EXPENSES
AND BOND ISSUANCE COSTS**

It is anticipated that the following incidental expenses may be incurred in the proposed legal proceedings for designation of Improvement Area No. 2, construction or acquisition of the authorized public facilities and related bond financing and will be payable from proceeds of the Bonds or directly from the proceeds of the Special Tax, issued or levied, as applicable, in Improvement Area No. 2:

- Special tax consultant services
- Authority, City staff review, oversight and administrative services
- Bond Counsel and Disclosure Counsel services
- Financial advisor services
- Special tax administrator services
- Appraiser/Market absorption consultant services
- Initial bond transfer agent, fiscal agent, registrar and paying agent services, and rebate calculation service set up charge
- Bond printing and Preliminary Official Statement and Official Statement printing and mailing
- Publishing, mailing and posting of notices
- Recording fees
- Underwriter's discount
- Bond reserve fund
- Capitalized interest
- Governmental notification and filing fees
- Credit enhancement costs
- Rating agency fees
- Continuing disclosure services
- Arbitrage rebate services
- Other post-issuance tax compliance services

The expenses of certain recurring services pertaining to Improvement Area No. 2 may be included in each annual special tax levy within Improvement Area No. 2, and these expenses are described in the definition of the term "Administrative Expenses" as set forth in the Rate and Method of Apportionment of Special Tax attached hereafter as Exhibit D.

The foregoing enumeration shall not be regarded as exclusive and shall be deemed to include any other incidental expenses of a like nature which may be incurred from time to time with respect to Improvement Area No. 2.

EXHIBIT D

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01,
(UNIVERSITY DISTRICT),
CITY OF ROHNERT PARK,
COUNTY OF SONOMA,
STATE OF CALIFORNIA**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR IMPROVEMENT
AREA NO. 2**

[Attached]

EXHIBIT E

NOTICE OF PUBLIC HEARING REGARDING DESIGNATION OF IMPROVEMENT AREA WITHIN COMMUNITY FACILITIES DISTRICT NO. 2015-01 (UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

Thursday, July 6, 2017, at 2:00 p.m.

**at the offices of the League of California Cities, 1400 K Street, Third Floor,
Sacramento, California**

On Thursday, May 18, 2017, the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") adopted its Resolution No. 17SCIP-__ (the "Resolution of Intention") by which it has scheduled a public hearing to give consideration to designating a new improvement area within Authority's Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California (the "Community Facilities District").

Currently, the Community Facilities District is comprised of two improvement areas, including "Improvement Area M." At special elections within the Community Facilities District held on June 18, 2015, the Commission was authorized, among other things, to levy a special tax to finance the acquisition and construction of certain facilities and to authorize the issuance of debt to finance the facilities, and to establish the appropriations limit for Community Facilities District. The Community Facilities District was formed under the "Mello-Roos Community Facilities Act of 1982," Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, commencing with Section 53311 (the "Act").

The Commission received a petition from certain landowners within the Community Facilities District requesting that proceedings be undertaken to designate a new improvement area therein. The Act allows for the designation of improvement areas within a community facilities district. The first step in that process is to describe the designation and to schedule and hold a public hearing on it. In its Resolution of Intention, the Commission has set forth the proposed designation (the "Proposal") and scheduled the public hearing.

This Notice contains a brief summary of the Proposal, but you are referred to the Resolution of Intention and the Resolution to Incur Bonded Indebtedness (collectively, the "Proposal"), on file with the Authority for the definitive description of the Proposal, including a description of the Improvements, a list of incidental expenses and bond issuance costs and the rate and method of apportionment of the proposed special tax for the improvement area.

The Public Hearing: The Commission of the Authority will hold the public hearing on Thursday, July 6, 2017, at 2:00 a.m. at the offices of the League of California Cities, 1400 K Street, Third Floor, Sacramento, California 95814.

At the public hearing, any persons interested, including all taxpayers, property owners and registered voters within the proposed improvement area, may appear and be heard, and the oral or written testimony of all interested persons or taxpayers for or against the designation of the new improvement area and the levy of the special tax, or the authorization to finance the acquisition and construction of certain public capital facilities, or certain development impact fees to pay for other public capital facilities, or the authorization to issue the bonds, or the establishment of the appropriations limit, or on any other matters contained in the Proposal, will be heard and considered.

Any protests to the Proposal may be made orally or in writing by any interested persons or taxpayers, except that any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which objection is made. The Commission may waive any irregularities in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. All written protests not presented in person by the protester at the public hearing shall be filed with the Secretary of the

Authority at or before the time fixed for the public hearing in order to be received and considered. Any written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

Written protests by a majority of the registered voters residing and registered within the proposed improvement area (if at least six such voters protest), or by the owners of a majority of the land area within any Improvement Area not exempt from the proposed special tax, will require suspension of these proceedings for at least one year. If such protests are directed only against certain elements of the Proposal, only those elements need be excluded from the proceedings.

The Proposal: The proposal is to designate a new improvement area within the Community Facilities District for the purpose of financing the Improvements and to levy a special tax in such new improvement area. For a definitive description of the Proposal you are referred to the Resolution of Intention itself, a copy of which is available from the Secretary of the Authority.

In order for the Proposal to take effect, a public hearing must be held on the Proposal and the qualified electors within the proposed improvement area must approve the Proposal by a two-thirds vote. As the new improvement area is uninhabited, or inhabited by fewer than 12 registered voters, the qualified electors are, pursuant to the Act, the owners of property within the new improvement area.

The Authority's special tax consultant has studied Improvement Area No. 2 and will provide, at or before the time of the public hearing, a report which will contain a brief description of the Facilities by type which in their opinion will be required to adequately meet the needs of the new development expected to occur within Improvement Area No. 2, together with estimates of the cost of financing the acquisition and construction of the Facilities, and an estimate of the incidental expenses related thereto. The report will be available for inspection by the public, and will become a part of the record of the public hearing. Questions should be directed to David Taussig, Special Tax Consultant, at (949) 955-1500.

Dated: _____, 2017.

California Statewide Communities Development Authority

RESOLUTION NO. 17SCIP-__

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

A RESOLUTION TO INCUR BONDED INDEBTEDNESS TO FINANCE CERTAIN DEVELOPMENT IMPACT FEES AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES, TO MITIGATE THE IMPACTS OF DEVELOPMENT WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-01 (UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IN AND FOR IMPROVEMENT AREA NO. 2 DESIGNATED THEREIN, AND CALLING FOR A PUBLIC HEARING THEREON

WHEREAS, the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") has duly adopted its Resolution No. 17SCIP-__ (the "Resolution of Intention") this date, pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the Government Code of the State of California (the "Act"), stating its intention to designate Improvement Area No. 2 ("Improvement Area No. 2") within "California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California" (the "Community Facilities District"), and to levy a special tax within Improvement Area No. 2 to finance the acquisition and construction of certain public facilities and certain development impact fees (the "Improvements," as that term is defined in the Resolution of Intention) that will assist in mitigating the impact on the need for public facilities occasioned by new development that is expected to occur within the boundaries of Improvement Area No. 2; and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. The Commission hereby declares that the public convenience and necessity require that a bonded indebtedness be incurred to finance the Improvements. The cost of the Improvements includes incidental expenses for the Improvements comprising the costs of planning and designing the public facilities, together with the costs of environmental evaluations thereof, and all costs associated with the designation of Improvement Area No. 2, the issuance of bonds, the determination of the amount of any special taxes or the collection or payment of any special taxes and costs otherwise incurred in order to carry out the authorized purposes of Improvement Area No. 2, together with any other expenses incidental to the acquisition and construction of the public facilities.

Section 3. The amount of the proposed bonded indebtedness to be incurred to finance the Improvements to be paid from special taxes within California Statewide Communities Development Authority Community Facilities District No. 2015-01, Improvement Area No. 2 (University District), City of Rohnert Park, County of Sonoma, State of California, shall not exceed _____ dollars (\$_____). The not to exceed amount includes all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the bonded indebtedness is proposed to be incurred, including, but not limited to, the estimated costs of acquisition of land, rights-of-way, capacity or connection fees, satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time the bonds are issued pursuant to the Act, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, bond and other reserve funds, discount fees, interest on any bonds of Improvement Area No. 2 estimated to be due and payable within two (2) years of issuance of the bonds, election costs, and all costs of issuance of the bonds, including, but not limited to, underwriter's discount, fees for bond counsel, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, and other credit enhancement costs, and printing costs. The total net proceeds of bonds issued for the Community Facilities District (not including capitalized interest or amounts on deposit in a debt service reserve fund; underwriter fees, legal costs, administrative expenses and other costs of issuance) shall not exceed fifty million dollars (\$50,000,000). The Improvements need not be physically located within Improvement Area No. 2.

Section 4. The Commission hereby sets Thursday, July 6, 2017, at 2:00 p.m., or as soon thereafter as the Commission may reach the matter, at the offices of the League of California Cities, at 1400 K Street, Third Floor, Sacramento, California 95814, as the time and place for a public hearing to be held by the Commission to consider the incurring of the bonded indebtedness to finance the Improvements. At the public hearing, any persons interested, including all taxpayers, property owners and registered voters within Improvement Area No. 2, may appear and be heard on the proposed debt issuance or on any other matters set forth herein, and they may present any matters relating to the necessity for incurring the bonded indebtedness to finance the Improvements to be secured by a special tax to be levied within Improvement Area No. 2.

Section 5. Notice of the time and place of the public hearing shall be given by Bond Counsel in the following manner:

(a) A Notice of Public Hearing in the form provided by the Act shall be published once in a newspaper of general circulation circulated within the area of Improvement Area No. 2. The publication shall be made pursuant to Section 6061 of the Government Code of the State of California and shall be completed at least seven (7) days prior to the date set for such public hearing; and

(b) A Notice of Public Hearing in the form provided by the Act shall be mailed, first class postage prepaid, to each owner of land, and to each registered voter residing, within the boundaries of the proposed improvement area (to property owners at their addresses as shown on the last equalized assessment roll, and to registered voters at their addresses as shown on the records of the Sonoma County Registrar of Voters, or in either case as otherwise known to Bond Counsel). The mailing shall be completed at least fifteen (15) days prior to the date set for the public hearing.

Section 6. It is the intention of the Commission that any bonds issued shall be callable (may be redeemed prior to their maturity dates) in accordance with the terms of the Act.

Section 7. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of May, 2017.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on May 18, 2017.

By:

Authorized Signatory
California Statewide Communities
Development Authority

Agenda Item No. 7a&b

Agenda Report

DATE: May 18, 2017

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PURPOSE: Consider the following resolutions for one Statewide Community Infrastructure Program (SCIP) Assessment District for SCIP 2017B:

- a. Resolution of intention to finance the payment of development impact fees, including approval of proposed boundary map.
- b. Resolution preliminarily approving the engineer's report, setting the public hearing of protests and providing property owner ballots.

BACKGROUND AND SUMMARY:

The actions requested today by the Commission are the first necessary step for one of the SCIP 2017B issuances in the City of San Diego for Pardee Homes. Pardee Homes is constructing 262 single family homes with an estimated \$10,842,870 in impact fees to be financed. The fees to be financed will be the Pacific Highlands Ranch Public Facilities Financing Plan and Facilities Benefit Assessment Fee.

The attached resolutions include the following actions:

1. Intent to finance the capital improvements and development impact fees, including approval of proposal boundary maps (included in Documents for Commissioner Review);
2. Preliminary approval of the engineers reports (included in Documents for Commissioner Review); and
3. Setting the public hearing of protests and providing property owner ballots for July 6, 2017 at 2:00 pm at the League of California Cities.

RECOMMENDED ACTION:

CSCDA's Executive Director recommends approval of the resolutions as presented to the Commission in the form of Attachment A and setting the public hearing for July 6, 2017 at 2:00 pm at the League of California Cities.

ATTACHMENT A

RESOLUTION NO. 17SCIP-__

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 17-02 (CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, 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 “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 improvements (the “Improvement Fees”) as more particularly described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the proposed Statewide Community Infrastructure Program Assessment District No. 17-02 (City of San Diego, County of San Diego, California) (the “Assessment District”);

WHEREAS, the Commission finds that the land specially benefited by the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 17-02, City of San Diego, County of San Diego, 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 “Statewide Community Infrastructure Program Assessment District No. 17-02 (City of San Diego, County of San Diego, California)”;

WHEREAS, the City of San Diego is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

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

Section 1. The above recitals are true and correct.

Section 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 Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated 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 Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the 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 San Diego within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the payment of the Improvement Fees. 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 financing of the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the 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.

Section 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 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 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 thereof.

Section 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.

Section 10. The amount of any surplus remaining in the improvement fund after payment of the Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

To the extent any Improvement 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.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of May, 2017.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on May 18, 2017.

RESOLUTION NO. 17SCIP-__

**RESOLUTION PRELIMINARILY APPROVING ENGINEER'S REPORT,
SETTING DATE FOR PUBLIC HEARING OF PROTESTS AND PROVIDING
FOR PROPERTY OWNER BALLOTS FOR CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY STATEWIDE COMMUNITY
INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 17-02 (CITY OF
SAN DIEGO, COUNTY OF SAN DIEGO, CALIFORNIA)**

WHEREAS, at the direction of this Commission, David Taussig & Associates, as Engineer of Work for improvement proceedings in California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 17-02 (City of San Diego, County of San Diego, California) has filed with the Authority the report described in Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913, hereafter in this resolution referred to as the "Act"), and containing the matters required by Article XIID of the California Constitution ("Article XIID"), and it is appropriate for this Commission to preliminarily approve said report and to schedule the public hearing of protests respecting said report.

NOW, THEREFORE, THE COMMISSION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY HEREBY FINDS, DETERMINES AND RESOLVES as follows:

Section 1. The foregoing recital is true and correct, and this Commission so finds and determines.

Section 2. This Commission preliminarily approves the report without modification, for the purpose of conducting a public hearing of protests as provided in the Act, Article XIID, and Section 53753 of the California Government Code ("Section 53753"). Said report shall stand as the report for the purpose of all subsequent proceedings under the Act and Section 53753, except that it may be confirmed, modified, or corrected as provided in the Act.

Section 3. This Commission hereby sets 2:00 p.m., or as soon thereafter as the matter may be heard, on July 6, 2017, at the office of the California State Association of Counties, 1100 K Street, Sacramento, California, as the time and place for a public hearing of protests to the proposed financing of development impact fees, the proposed levy of assessments, the amounts of individual assessments, and related matters as set forth in said report, and any interested person may appear and object to said financing of development impact fees, or to the extent of said assessment district or to said proposed assessment.

Section 4. Staff is hereby directed to cause a notice of said public hearing to be given by mailing notices thereof, together with assessment ballots, in the time, form and manner provided by Section 53753, and upon the completion of the mailing of said notices and assessment ballots, staff is hereby directed to file with the Engineer of Work an affidavit setting forth the time and manner of the compliance with the requirements of law for mailing said notices and assessment ballots.

Section 5. David Taussig & Associates, Engineer of Work, 2250 Hyde Street, 5th Floor, San Francisco, California 94109, (800) 969-4382, is hereby designated to answer inquiries regarding the report and the protest proceedings.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of May, 2017.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on May 18, 2017.

By _____
Authorized Signatory
California Statewide Communities
Development Authority



Agenda Item No. 8

Agenda Report

DATE: May 18, 2017

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PURPOSE: Consider resolution approving the sale of California Statewide Communities Development Authority Community Facilities District No. 2016-01 (Napa Pipe) Special Tax Bonds, Series 2017A (Federally Taxable) by either negotiated or private sale and authorizing related actions and the execution of related documents in connection with the sale of such bonds.

BACKGROUND & SUMMARY:

At the May 4, 2017 meeting the CSCDA Commission approved the issuance of bonds for the Napa Pipe Special Tax Bonds. The staff report for the approval is referenced below as Attachment A.

Subsequent to CSCDA's approval the finance team identified an opportunity to sell the bonds as a private placement which would provide savings to the project sponsor. The original resolution approved by the Commission did not contemplate a private placement structure and therefore, today's proposed resolution (attached) will permit either a negotiated sale or private sale of the bonds for Napa Pipe. A private placement of the bonds will remain in compliance with CSCDA's policies and guidelines.

RECOMMENDED ACTIONS:

CSCDA's Executive Director recommends that the Commission approve the attached resolution (Attachment C):

1. Approving the sale of California Statewide Communities Development Authority Community Facilities District No. 2016-01 (Napa Pipe) Special Tax Bonds, Series 2017A (Federally Taxable) by either negotiated or private sale and authorizing related actions and the execution of related documents in connection with the sale of such bonds.

ATTACHMENT A

BACKGROUND AND SUMMARY:

On June 2, 2016 the CSCDA Commission approved the resolution of intention to form CFD No. 2016-01 (Napa Pipe). The public hearing was held on September 15, 2016, the District was formed, and the first reading of the ordinance levying the assessment was adopted by the Commission. The second and final reading of the ordinance levying the assessment was adopted by the Commission on October 6, 2016.

Summary of Project:

The Napa Pipe Redevelopment Project (the “Project”) was established to finance environmental remediation for a proposed project in the County of Napa through the establishment of a community facilities district (CFD). The environmental remediation consists of the removal of soil contamination for the development of a 154 acre project that includes high density residential development with open space, neighborhood-servicing retail, restaurants, a hotel and a Costco on the eastern portion of the site. The Project is located in the southern portion of Napa County, just outside the Napa city limits. Attachment B is an artist’s rendering of the future development.

On March 22, 2016, the Napa County Board of Supervisors approved the formation of the CFD by CSCDA. Napa County anticipates this project will bring significant economic benefit to the area, in addition to much needed housing.

Today’s action is the last step of the CFD process authorizing the issuance of bonds not-to-exceed \$25,000,000.

Finance Partners:

Bond Counsel:	Orrick, Herrington & Sutcliffe, LLP, San Francisco
Authority Counsel:	Orrick, Herrington & Sutcliffe, LLP, Sacramento
Underwriter:	RBC Capital Markets, San Francisco

ESTIMATED SOURCES & USES:

Sources:

Bond Proceeds	\$ 20,370,000
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Uses:

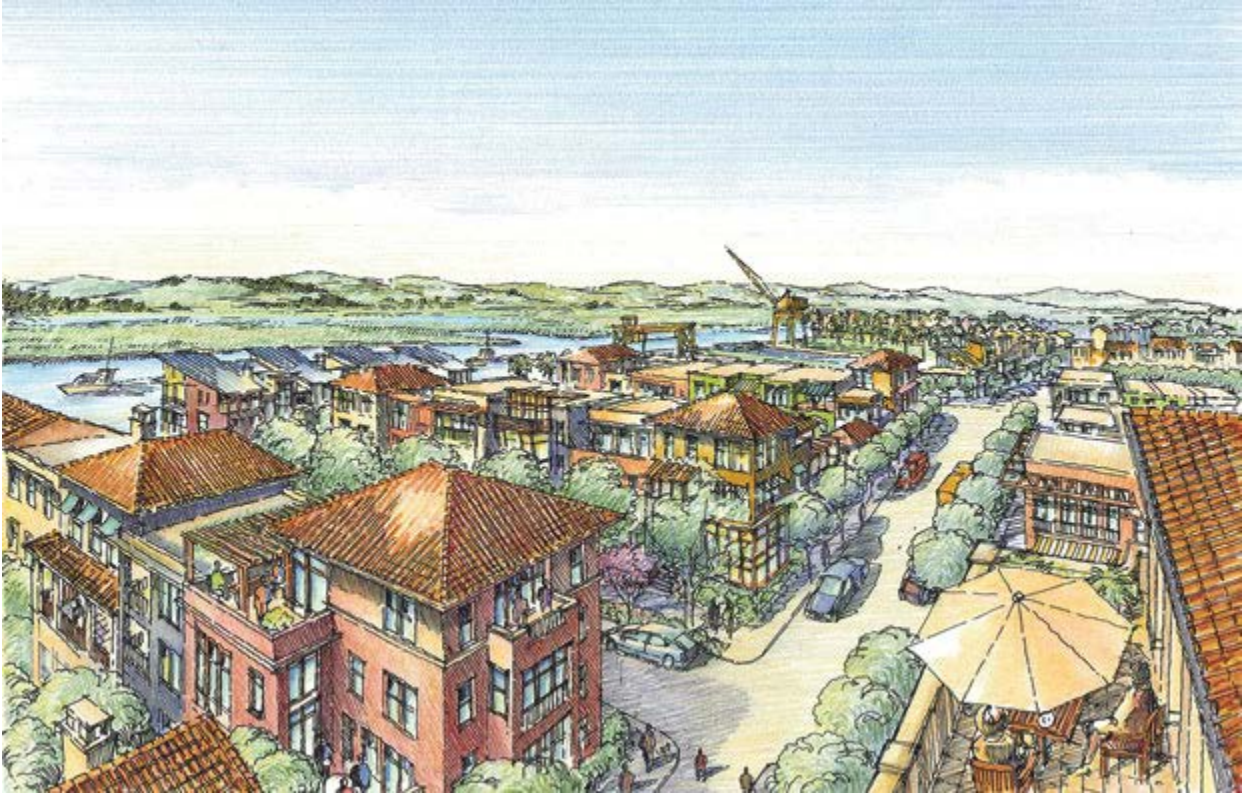
Project Fund	\$ 12,943,000
Contingency	\$ 2,588,000
Capitalized Interest	\$ 2,037,000
Debt Service Reserve Fund	\$ 1,845,600
Cost of Issuance	\$ 537,400
Underwriter Discount	\$ 417,400
Additional Proceeds	<u>\$ 1,600</u>
	\$ 20,370,000

RECOMMENDED ACTIONS:

CSCDA's Executive Director recommends that the Commission approve the attached resolution (Attachment C):

1. Approving the issuance of the CFD No. 2016-01 (Napa Pipe) Special Tax Bonds, Series 2017A;
2. Authorizing the execution and delivery of an Indenture and Disbursement Agreement;
3. Approving the form of the Bond Purchase Contract, and Official Statement and a Continuing Disclosure Certificate;
4. Authorizing the sale of such bonds;
5. Authorizing related actions and the execution of related documents in connection with the issuance, sale and delivery of such bonds.

ATTACHMENT B



ATTACHMENT C

RESOLUTION NO. 17SCIP-__

RESOLUTION APPROVING THE SALE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-01 (NAPA PIPE) SPECIAL TAX BONDS, SERIES 2017A (FEDERALLY TAXABLE) BY EITHER NEGOTIATED OR PRIVATE SALE AND AUTHORIZING RELATED ACTIONS AND THE EXECUTION OF RELATED DOCUMENTS IN CONNECTION WITH THE SALE OF SUCH BONDS

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) adopted its Resolution No. 17SCIP-29 on May 4, 2017, authorizing the issuance of not to exceed \$25,000,000 principal amount of its California Statewide Communities Development Authority Community Facilities District No. 2016-01 (Napa Pipe) Special Tax Bonds, Series 2017A (Federally Taxable) (the “Bonds”); and

WHEREAS, the Commission has been advised that it may be favorable to sell the Bonds in a private placement with a qualified institutional buyer as defined in Rule 144A under the Securities Act of 1933, as amended, or an accredited investor as defined in as defined in Regulation D of the Securities Act of 1933 (collectively, an “Approved Institutional Buyer”) instead of by negotiated sale to RBC Capital Markets, LLC through a Bond Purchase Agreement; and

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The Commission finds and determines that the foregoing recitals are true and correct.

Section 2. Pursuant to the Act and Resolution No. 17SCIP-29, as an alternative to the negotiated sale to RBC Capital Markets LLC described in such resolution, in the event that staff of the Authority is able to locate a purchaser, the Authority is hereby authorized to sell the Bonds in a private placement with an Approved Institutional Buyer. If the Bonds are privately placed with an Approved Institutional Buyer, then the Approved Institutional Buyer shall deliver an investor letter satisfactory to Bond Counsel and transfer of the Bonds shall be limited to other Approved Institutional Buyers.

Section 3. Notwithstanding any provision of Resolution No. 17SCIP-29, the true interest cost on the Bonds in either a negotiated sale to RBC Capital Markets LLC or a private placement with an Approved Institutional Buyer shall not exceed 9.0% and the final maturity of the Bonds shall not be later than thirty (30) years from their date of issuance.

Section 4. The Chair, Vice Chair, Secretary, Treasurer, any other members of the Commission and other appropriate officers and agents of the Authority, including the Authorized Signatories are hereby authorized and directed, jointly and severally, to do all things and to execute and deliver all documents and contracts they deem necessary or advisable for consummating the sale, execution, and delivery of the Bonds and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All such actions previously taken by the Authorized Signatories are hereby ratified, confirmed, and approved. Capitalized terms used in this Resolution but not defined herein shall have the meanings ascribed thereto in Resolution No. 17SCIP-29.

This Resolution shall take effect from and after its passage and adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of May 2017.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on May 18, 2017.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority



Agenda Item No. 9

Agenda Report

DATE: May 18, 2017

TO: CSCDA COMMISSIONERS

FROM: James Hamill, Managing Director

PROJECT: Total Road Improvement Program (TRIP)

PURPOSE: Finance the improvement of street infrastructure for the City of Covina

BACKGROUND:

In 2008 the Commission authorized CSCDA to offer a program to cities and counties to finance street improvement projects by a pledge of local sales tax revenues by permitting CSCDA to enter into Installment Sale Agreements its city and county members. The underlying payments would be made on Certificates of Participation (“COPs”) to be executed and delivered on a pooled or stand-alone basis.

Los Angeles County Metropolitan Transportation Authority (LACMTA) collects a ½ cent sales tax (“Measure R”) within the county to pay for regional and local transportation projects. In November 2008, Los Angeles County voters approved the extension of the Measure R sales tax collection to 2039. LACMTA member agencies (e.g. Los Angeles County cities) are allocated a portion of annual Measure R revenues to pay for local street projects allowed under the Measure R sale tax ordinance. Measure R funds are apportioned based on proportionate shares of dwelling units, sales tax generated and other factors. The Measure R revenue pledge for the TRIP COPs was approved by the LACMTA Board on July 26, 2012.

FINANCING SUMMARY:

The City of Covina (the “City”) is undertaking the issuance of Transportation Revenue Certificates of Participation (COPs) through CSCDA’s TRIP Program.

The City is participating in this program as part of its ongoing effort to accelerate street system improvements within their jurisdiction. The financing is comprised of facilities that are eligible for expenditure of Measure R Receipts under applicable laws of the State.

The proposed COPs will be secured by a pledge of the City’s apportionment of Local Measure R revenues. The City is undertaking the road projects as part of its ongoing effort to accelerate street system improvements within its jurisdiction. The road projects are expected to include the construction of improvements to arterial streets and collector and residential roadways within the corporate limits of the City, which improvements are eligible costs payable from Measure R Revenues, including engineering,

inspection, contract administration and other incidental costs. The designation of the particular streets and roadways to be improved will be made by the City Manager and the City Council.

Public Benefit:

- The issuance of the COPs on behalf of the City will allow them to make much needed improvements to their street infrastructure which will save further degradation of their street network and save the cities money by fixing the problems before they get more expensive.
- The program will provide the ability to catch up on backlog repairs, increase the service level of the street network, and decrease long term maintenance costs.
- The issuance will call for COPs under an installment sale structure. No lease of assets would be required, where past similar transactions have required a lease of city/county assets.

Public Agency Approvals:

The City Council of the City of Covina approved this transaction through the adoption of Resolution CC-17-46 on April 18, 2017

Estimated Sources & Uses:

Sources:

Bond Proceeds:	
Par Amount	5,375,000.00
Premium	394,515.05
	<hr/>
	5,769,515.05

Uses:

Project Fund	
Deposits:	5,100,795.69
Other Fund Deposits:	
Debt Service Reserve Fund	408,000.00
Delivery Date	
Expenses: Cost	260,719.36
	<hr/>
	5,769,515.05

Finance Partners:

- Bond Counsel: Orrick, Herrington & Sutcliffe, LLP, Los Angeles
- Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento
- Underwriter: Stifel, Los Angeles
- Underwriter's Counsel: Goodwin Proctor LLP, Los Angeles

- Financial Advisor: Urban Futures, Inc, Orange
- Trustee: Wells Fargo Bank, Los Angeles

Finance Terms:

Authorized Borrowing Amount: \$6,000,000
Rating: “A” expected
Term: 22 years (Final maturity: June 1, 2039)
Structure: Public offering
Estimated Closing: June 2017

CSCDA Policy Compliance:

The financing complies with CSCDA’s general and issuance policies.

DOCUMENTS: (as attachments)

1. CSCDA Resolution (Attachment A)

COMMISSION ACTION:

CSCDA staff has reviewed the financing and confirms that the issuance of not to exceed \$6,000,000 complies with CSCDA’s general and issuance policies and recommends approval.

ATTACHMENT A

RESOLUTION NO. __NP-__

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF ONE OR MORE INSTALLMENT SALE AGREEMENTS, TRUST AGREEMENTS, AND CERTIFICATE PURCHASE AGREEMENTS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF CALIFORNIA COMMUNITIES TRANSPORTATION REVENUE (INSTALLMENT SALE) CERTIFICATES OF PARTICIPATION, SERIES 2017A (T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM), AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH CERTIFICATES, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH CERTIFICATES AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes and empowers the Authority to cause certificates of participation to be executed and delivered to assist local agencies in financing projects and programs consisting of certain public improvements or working capital or liability and other insurance needs whenever a local agency determines that there are significant public benefits from so doing;

WHEREAS, the Local Agencies named in Schedule I hereto (referred to herein as the “Local Agencies”) have determined that the consummation of the transactions contemplated in the respective Installment Sale Agreement to which they are party, between the Local Agency and the Authority (the “Agreement”) and a Trust Agreement, among the Authority, some or all of such Local Agencies and Wilmington Trust, N.A., as trustee (the “Trustee”) will result in significant public benefits, and accordingly, have determined to participate in the California Communities T.R.I.P.—Total Road Improvement Program (the “Program”) established by the Authority;

WHEREAS, each Local Agency is a participant in the Program and a member of the Authority;

WHEREAS, each Local Agency participating in the Program desires to have the installment sale payments payable in connection with its Agreement combined in one or more series or pools with similar payments made pursuant to the Agreements executed by some or all of the other Local Agencies participating in the Program in order to achieve a lower net interest

cost and lower costs of issuance associated with executing and delivering each such series of Certificates;

WHEREAS, the Certificates shall be designated “California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2017A (T.R.I.P. – Total Road Improvement Program)” (herein the “Certificates”), and the aggregate principal amount for such series and any subseries shall not exceed \$6,000,000;

WHEREAS, the Authority and the Local Agencies may determine that securing the timely payment of the principal and interest evidenced by the Certificates by obtaining a Certificate insurance policy with respect thereto could be economically advantageous;

WHEREAS, Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), has submitted to the Local Agencies and the Authority a proposed form of Certificate Purchase Agreement (the “Certificate Purchase Agreement”) to purchase each series of the Certificates;

WHEREAS, a form of the Preliminary Official Statement (the “Preliminary Official Statement”) to be distributed in connection with the public offering of the Certificates has been prepared;

WHEREAS, the public improvements to be financed by each Local Agency are to be located within the respective boundaries of each Local Agency;

WHEREAS, the Program will result in significant public benefits in the form of demonstrable efficiencies, economies of scale, savings in effective interest rates and other cost savings for the participating Local Agencies;

WHEREAS, the Commission has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Commission has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, as follows:

All of the recitals herein contained are true and correct and the Commission so finds.

The form of Agreement with each Local Agency, each to be dated as of the first day of the month preceding the initial execution and delivery of the Certificates (the “Document Date”),

as made available to the Commissioners, is hereby approved, and any member of the Commission of the Authority or their administrative delegates duly authorized pursuant to Resolution No. 15R-53 of the Authority, adopted on October 22, 2015 (each, an “Authorized Signatory”) is hereby authorized and directed to execute and deliver the Agreements in substantially such form, with any changes, additions and completions thereto as such Authorized Signatory may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

_The form of Trust Agreement pertaining to each series of Certificates (to be revised as appropriate), each to be dated the Document Date, among the Local Agencies participating in the related series of Certificates, the Authority and the Trustee, as made available to the Commissioners, is hereby approved, and any Authorized Signatory is hereby authorized and directed to execute and deliver the Trust Agreements in substantially such form, with any changes, additions and completions thereto as such Authorized Signatory may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate amount of all series of the Certificates shall not exceed \$6,000,000, the final maturity date of the Certificates shall be no later than June 1, 2039 and the true interest cost applicable to the interest components of the installment payments shall not exceed 6.00% per annum and, provided, further, that such changes, insertions and omissions shall be consistent with the terms of the Certificates established by the Certificate Purchase Agreement as finally executed.

_The execution and delivery of the Certificates, in the principal amounts, bearing interest at the rates and maturing on the dates as specified in the Trust Agreements as finally executed, is hereby authorized and approved.

_The form of Certificate Purchase Agreement pertaining to each series of Certificates (to be revised as appropriate), as made available to the Commissioners, is hereby approved, and any Authorized Signatory is hereby authorized and directed to execute the Certificate Purchase Agreements in substantially such form, with any changes, additions and completions thereto as such Authorized Signatory may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the underwriter’s discount for the sale of the Certificates shall not exceed 2.50% of the aggregate principal amount of such Certificates.

_The form of Preliminary Official Statement relating to the Certificates, as made available to the Commissioners, is hereby approved on behalf of the Local Agencies. Any Authorized Signatory is hereby authorized and directed, at or after the time of the sale of the Certificates, on behalf of the Local Agencies, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as such Authorized Signatory may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is hereby authorized and directed to distribute copies of the Preliminary Official Statement to potential purchasers of the Certificates and the Official Statement, as finally executed, to the purchasers of the Certificates. Any Authorized Signatory is hereby authorized to certify on behalf of the Authority that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by such Rule).

_The officers and agents of the Authority are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation, negotiating the terms of an insurance policy and/or a reserve surety bond to the extent such insurance and surety bond is determined to be economically advantageous.

_All actions heretofore taken by the officers and agents of the Authority with respect to the transactions set forth above are hereby approved, confirmed and ratified.

_This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this _____, 2017.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on _____, 2017.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

SCHEDULE I

LOCAL AGENCIES

City of Covina

Agenda Item No. 10

Agenda Report

DATE: May 18, 2017

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of recommendation for appointment of Assessment Engineer for the SCIP program pursuant to responses to CSCDA's request for proposals.

EXECUTIVE SUMMARY:

On March 16, 2017, pursuant to CSCDA's Professional Services Policy, the Commission approved the issuance of a request for proposals (RFP) for assessment engineer services in connection with the Statewide Community Infrastructure Program (SCIP).

CSCDA received three proposals from the following firms: (1) David Taussig & Associates; (2) Willdan Financial Services; and (3) NBS.

Staff and Commissioners Tim Snellings and Brian Moura reviewed the proposals, and are recommending the approval of David Taussig & Associates who is the current assessment engineer. The other two proposals were not financially feasible for the SCIP program to operate in a cost effective manner.

RECOMMENDED ACTION:

CSCDA's Executive Director recommends that the Commission appoint David Taussig & Associates as the assessment engineer for the SCIP program. A contract will be reviewed by CSCDA's General Counsel and brought back to the Commission for approval.



Agenda Item No. 11

Agenda Report

DATE: May 18, 2017

TO: CSCDA COMMISSIONERS

FROM: James Hamill, Managing Director

PURPOSE: Consideration of Professional Services Agreement with Renovate America, Inc. for services as an administrator under CSCDA's Open PACE Program.

EXECUTIVE SUMMARY:

On December 4, 2014, CSCDA approved Renovate America as a program administrator under the Open PACE Program. At that time, Renovate America decided not to initially participate in the Open PACE Program.

Renovate America's contract in the San Bernardino County region expires June 30, 2017 which has prompted a request by Renovate America to now begin participating in Open PACE. The CSCDA PACE Ad Hoc Committee has reviewed the request and recommends that CSCDA move forward in executing a services agreement with Renovate America.

Attached is a copy of the proposed professional services agreement between Renovate America and CSCDA. The agreement has been reviewed and approved by CSCDA's General Counsel, Richards, Watson & Gershon.

RECOMMENDED ACTION:

CSCDA's staff recommends approval of the Renovate America contract with CSCDA for program administration services in conjunction with the Open PACE program.

ATTACHMENT A

CSCDA OPEN PACE PROGRAM ADMINISTRATOR PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated May 18, 2017 (“Effective Date”) and is between the California Statewide Communities Development Authority, a California joint powers authority (the “Authority” or “CSCDA”) and Renovate America, Inc., a Delaware corporation (“Administrator”). CSCDA and Administrator are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. On November 6, 2014, the Authority Commission adopted its resolution entitled “Resolution of Intention” to establish the CSCDA Open PACE Program (the “Program”) to finance the cost of installation of distributed generation renewable energy resources or energy efficiency or water conservation improvements.

B. CSCDA desires to utilize the services of Administrator as an independent contractor to administer the Program.

C. Administrator represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

D. CSCDA desires to retain Administrator and Administrator desires to serve CSCDA to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

10. Term of Agreement.

The term of this Agreement commences on the Effective Date and continues in full force and effect for a period of five (5) years thereafter unless earlier terminated in accordance with Section 15 of this Agreement (“Initial Term”). Following the Initial Term, the Parties may, upon mutual, written agreement, extend the contract for an additional five (5) year term.

11. Administrator’s Services.

a. Scope of Services. Administrator shall perform the services described in the Scope of Services, attached as **Exhibit A** (the “Services”). CSCDA may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and changes in compensation, shall be incorporated by written amendments to this Agreement.

b. Non-Exclusivity. CSCDA has appointed and retains the right to appoint additional administrators for the Program. The Administrator has no rights to exclusivity in administering the Program. Administrator shall reimburse the existing Administrators for such actual and reasonable costs in an amount that represents Administrator's share of such costs associated with the Program's validation proceedings.

c. Party Representatives. For the purposes of this Agreement, the CSCDA Representative shall be the CSCDA Executive Director, or such other person designated in writing by the CSCDA Executive Director (the "CSCDA Representative"). For the purposes of this Agreement, the Administrator Representative shall be John Paul McNeill, Chief Executive Officer (the "Administrator Representative"). The Administrator Representative shall directly manage Administrator's services under this Agreement and have full authority to represent and act on behalf of the Administrator for all purposes under this Agreement. Administrator shall provide written notice to CSCDA of any appointment or rescission of the appointment of the Administrator Representative hereunder.

d. Standard of Performance. Administrator shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CSCDA.

e. Personnel. Administrator has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Administrator or under its supervision, and all personnel engaged in the work shall be reasonably qualified to perform such services.

f. Compliance with Laws. The Administrator shall keep itself informed of all applicable local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Administrator shall at all times observe and comply with all applicable ordinances, laws and regulations. The CSCDA and its agents shall not be liable at law or in equity occasioned by failure of the Administrator to comply with this section.

g. Permits and Licenses. Administrator shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement.

I. Green Attributes. Property owners or third party ownership leasing firms shall retain rights to any Federal Investment Tax Credit or State Incentives or Rebates related to renewable energy projects. The Authority shall retain rights to all of the green attributes that result from projects financed through the Program, including but not limited to Carbon Credits, Renewable Energy Certificates, Green Tags, Tradable Renewable Certificates, Renewable Energy Credits and Green House Gas offsets ("Carbon Credits").

12. Compensation.

A. Compensation. As full compensation for Administrator's services provided under this Agreement, CSCDA shall pay Administrator as set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**. Notwithstanding any provision in this agreement to the contrary, neither CSCDA nor the participating municipalities will have any obligation to pay any fees to the Administrator for, or to reimburse Administrator for, expenses incurred by Administrator in connection with, providing, or causing to be provided, the Services except as earned from administration of the Program as described in Exhibit B. Such fees will be the Administrator's sole compensation for providing, or causing to be provided, the Services and shall be payable using the proceeds of the bonds to be issued to finance the eligible improvements under the Program.

B. Additional Services. CSCDA shall not allow any claims for additional services performed by Administrator, unless the CSCDA Commission and the Administrator Representative authorize the additional services in writing prior to Administrator's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the CSCDA Commission shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the parties.

13. Audit of Records.

Administrator shall make all records relating to the Program that are maintained by Administrator in connection with this agreement available during Administrator's regular working hours to CSCDA and upon reasonable notice to Administrator for review and audit by CSCDA.

14. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents prepared in the course of providing the services pursuant to this Agreement ("written products") shall be provided to CSCDA and shall be subject to the requirements of the California Public Records Act; provided, however, that any written products that the Administrator designates or identifies in writing as being proprietary shall not be used by CSCDA for the purposes of providing services to administer the Program which directly compete with the Services provided by Administrator. Written products shall not include files, documents, templates, software or other forms of tools that Administrator uses solely for its internal purposes and that are not otherwise required to be shared with CSCDA in connection with Administrator's work performed under this Agreement. With respect to computer files containing data generated for the Services, if Administrator utilizes software (the "Software") for purposes of storing and/or accessing such computer files, Administrator agrees to provide CSCDA with a revocable, non-transferable and non-exclusive account to access the Software and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Software. All Software is proprietary to Administrator and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, CSCDA may use the Software to perform its own work and the work of its constituents. Termination of this Agreement will also result in the immediate termination of the CSCDA's Software license. Except for the license granted by this Agreement, Administrator retains all ownership and proprietary rights in and to the Software.

15. Independent Contractor.

A. Administrator is, and shall at all times remain as to CSCDA, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Administrator shall at all times be under Administrator's exclusive direction and control. Neither CSCDA nor any of its agents shall have control over the conduct of Administrator or any of Administrator's employees, except as set forth in this Agreement. Administrator shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CSCDA.

B. No employee benefits shall be available to Administrator in connection with the performance of this Agreement. Except for the fees paid to Administrator as provided in the Agreement, CSCDA shall not pay salaries, wages, or other compensation to Administrator for performing services hereunder for CSCDA. CSCDA shall not be liable for compensation or indemnification to Administrator for injury or sickness arising out of performing services hereunder.

16. Confidentiality. Each party agrees to establish such systems and procedures as may be reasonable to maintain the confidentiality of non-public information relating to the other party and the Program which may be obtained by the party in connection with this Agreement; provided, however, that such information may be disclosed (i) as required by law or in connection with any legal proceeding upon written notice to the other party, (ii) to governmental or regulatory authorities having jurisdiction over the party (iii) to its legal counsel and auditors on a need to know basis and who are bound by confidentiality obligations to the party that are no less restrictive than the terms and conditions contained herein, (iv) if it has become publicly available other than as a result of a breach of this Section, (v) if such information was already in the possession of the party prior to its becoming involved in this transaction as established by documentary evidence, and (vi) to its affiliates and its and their existing and future investors and funding sources and to the relevant rating agencies.

17. Conflicts of Interest. Administrator and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Administrator's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Administrator may perform similar services for other clients, but Administrator and its officers, employees, associates and subcontractors shall not, without the CSCDA Representative's prior written approval, perform work for another person or entity for whom Administrator is not currently performing work that would require Administrator or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Administrator shall incorporate a clause substantially similar to this Section 8 into any subcontract that Administrator executes in connection with the performance of this Agreement.

18. Indemnification.

A. Indemnities for Third Party Claims. Administrator shall defend, indemnify, and hold harmless CSCDA, its officers, commissioners, employees, representatives and agents (collectively, the “Indemnified Parties”) from and against any and all actions, suits, proceedings, claims, demands, losses, damages, and liabilities (collectively, “Covered Losses”) to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of this Agreement, including but not limited to:

i. Transactions contemplated by this Agreement and the Program, including but not limited to, any assessment contract originated or proposed to be originated by Administrator (“Covered Assessment Contracts”), any property improved or proposed to be improved thereby (“Covered Property”), any owner of such property (“Covered Property Owners”), any improvements financed or proposed to be financed on such property (“Covered Improvements”), or any bonds or other financing, proposed or otherwise, in connection therewith (“Covered Financings”);

ii. Negligence of Administrator or any of its licensees, agents, affiliates, contractors, vendors, servants, employees, owners, directors, representatives or consultants, including without limitation the Administrator’s sales personnel and contractors selected, registered, or approved by Administrator to perform marketing and sales of the CSCDA Open PACE Program or to procure or install Improvements (the “Covered Parties”) in connection with the CSCDA Open PACE Program including but not limited negligence of a Covered Party in connection with the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in, on or about, or from the planning, design, acquisition, installation or construction of, any Covered Improvements or Covered Property;

iii. any lien or charge upon payments by Administrator to CSCDA, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority in respect of any portion of any Covered Improvements or Covered Property;

iv. any violation of any applicable laws, regulations or orders with respect to, or the release of any hazardous substances from, any Covered Property or Covered Improvements or any part thereof;

v. the refinancing, reissuance, defeasance, redemption or prepayment, in whole or in part, of any Covered Financing;

vi. any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering statement or disclosure or continuing disclosure document for any Covered Financing or any of the documents relating to a Covered Financing, or any omission or alleged omission from any offering statement or disclosure or continuing disclosure document for a Covered Financing of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;; or

vii. the trustee's acceptance or administration of the trust of any indenture or trust agreement in connection with a Covered Financing, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to a Covered Financing to which it is a party; except to the extent such damages are caused by the willful misconduct of such Indemnified Party or are otherwise not permitted to be the subject of this indemnification as a matter of law. In the event that any claim, action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, Administrator, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all reasonable and documented expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and Administrator shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of Administrator if in the judgment of such Indemnified Party's counsel a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to any material action (or inaction) of such counsel.

b. Independent Contractor Relationship. Administrator shall pay all required taxes on amounts paid to Administrator under this Agreement, and indemnify and hold CSCDA harmless from any and all taxes, assessments, penalties and interest asserted against CSCDA by reason of the independent contractor relationship created by this Agreement. Administrator shall fully comply with the workers' compensation law regarding Administrator and Administrator's employees. Administrator shall indemnify and hold CSCDA harmless from any failure of Administrator to comply with applicable workers' compensation laws. CSCDA may offset against the amount of any fees due to Administrator under this Agreement any amount due to CSCDA from Administrator as a result of Administrator's failure to promptly pay to CSCDA any reimbursement or indemnification arising under this Subparagraph A. 2).

c. Subcontractors. Administrator shall use commercially reasonable efforts to obtain executed indemnity agreements with provisions substantially similar to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Administrator in the performance of this Agreement. For the avoidance of doubt, home improvement contractors who are registered with the Administrator under the Program shall not be deemed subcontractors engaged by the Administrator. If Administrator fails to obtain such indemnity obligations, Administrator shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Administrator's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Administrator's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Administrator's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Administrator expressly waives its statutory immunity under such statutes or laws as to CSCDA, its officers, agents, employees and volunteers.

d. Insurance Requirements not Limiting. CSCDA does not, and shall not, waive any rights that it may possess against Administrator because of the acceptance by CSCDA, or the deposit with CSCDA, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against CSCDA.

e. Survival of Terms. Administrator's indemnifications and obligations under this Section 9 and the parties' confidentiality obligations under Section 7 shall survive the expiration or termination of this Agreement.

19. Insurance.

a. Minimum Scope and Limits of Insurance. Administrator shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

i. Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Administrator is a limited liability company, the commercial general liability coverage shall be amended so that Administrator and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Administrator does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Administrator shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

iii. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Administrator has no employees while performing services under this Agreement, workers' compensation policy is not required, but Administrator shall provide an executed declaration that it has no employees.

iv. Professional Liability Insurance or Errors and Omissions Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

b. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

c. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the CSCDA, its officers, employees, agents and volunteers as additional insureds.

d. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to CSCDA. Any insurance or self-insurance maintained by CSCDA, its officers, employees, agents or volunteers, shall be in excess of Administrator's insurance and shall not contribute with it.

e. Administrator's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Administrator and Administrator's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Administrator hereby waives all rights of subrogation against CSCDA.

f. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by CSCDA. At CSCDA's option, Administrator shall either reduce or eliminate the deductibles or self-insured retentions with respect to CSCDA, or Administrator shall procure a bond guaranteeing payment of losses and expenses.

g. Cancellations or Modifications to Coverage. Administrator shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to CSCDA. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Administrator shall, within two (2) business days of notice from the insurer, phone, fax or notify CSCDA via certified mail, return receipt requested, of the cancellation of or changes to the policy.

h. CSCDA Remedy for Noncompliance. If Administrator does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Administrator's policies do not comply with the requirements under this Section 10, CSCDA may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CSCDA may, but has no duty to, take out the necessary insurance and pay, at Administrator's expense, the premium thereon. Administrator shall promptly reimburse CSCDA for any premium paid by CSCDA or CSCDA may withhold amounts sufficient to pay the premiums from payments due to Administrator.

i. Evidence of Insurance. Prior to the performance of services under this Agreement, Administrator shall furnish CSCDA's Representative with a certificate or certificates of insurance

and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to CSCDA's approval. Administrator may provide complete, certified copies of all required insurance policies to CSCDA. Administrator shall maintain current endorsements on file with CSCDA's Representative. Administrator shall provide proof to CSCDA's Representative that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Administrator shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

j. Indemnity Requirements not Limiting. Procurement of insurance by Administrator shall not be construed as a limitation of Administrator's liability or as full performance of Administrator's duty to indemnify CSCDA under Section 9 of this Agreement.

k. Subcontractor Insurance Requirements. Administrator shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

20. Mutual Cooperation.

a. CSCDA's Cooperation. CSCDA shall provide Administrator with all pertinent data, documents and other requested information on a timely basis as is reasonably available for Administrator's proper performance of the services required under this Agreement.

b. Administrator's Cooperation. In the event any claim or action is brought against the CSCDA relating to Administrator's performance or services rendered under this Agreement, Administrator shall render any reasonable assistance that CSCDA requires.

21. **Intellectual Property.** Administrator shall not obtain trademarks, copyrights or other intellectual property rights that contain or are reasonably likely to be confused with the California Statewide Communities Development Authority.

Administrator acknowledges and agrees that all intellectual property rights to the name "CSCDA Open PACE Program" shall belong to CSCDA. Notwithstanding the foregoing, Administrator may market or brand its PACE product so long as any marketing materials acknowledge it is offered through or in association with the CSCDA Open PACE Program. During the term of the Agreement, subject to the consent of Administrator, such consent not to be unreasonably withheld, Administrator grants CSCDA, solely for use in connection with the Program administered by Administrator, a non-exclusive, non-transferable license for CSCDA to use Renovate America Marks (as defined herein). CSCDA acknowledges and agrees that Administrator's trademarks or trade names, including, without limitation, "Renovate America," "Financing the Home Energy Revolution," "Home Energy Renovation Opportunity," "HERO," "HERO Financing," or new trademarks developed by Administrator (collectively, the "Renovate America Marks") belong to the Administrator and are under the quality control of Administrator. Administrator hereby reserves all right, title and interest in and to the Renovate America Marks. CSCDA agrees it will not use the Renovate America Marks upon termination of the Agreement and shall not contest, oppose or challenge Administrator's ownership of any Renovate America Marks.

22. Records and Inspections. Administrator shall maintain full and accurate records with respect to all matters covered under this Agreement. Such records shall include, but not be limited to, a database of the financings under the Program including the property address, block and lot number, assessor's property number (APN), ownership information, original financing amount, annual assessment amount and related bond, and amortization schedules for each of the financings under the Program. Administrator shall, upon reasonable notice from CSCDA and without charge, provide CSCDA with access to the records during normal business hours. CSCDA may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

23. Reporting. Administrator shall provide funding reports to CSCDA on a quarterly basis, or as mutually agreed between the CSCDA Representative and Administrator Representative, with such information as may be reasonably be requested by CSCDA.

24. Termination or Suspension of Agreement.

a. Right to Terminate or Suspend. CSCDA may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Administrator at least ninety (90) calendar days before the termination or suspension is to be effective. Administrator may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to CSCDA at least ninety (90) calendar days before the termination is to be effective.

b. Obligations upon Termination. Administrator shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of CSCDA's termination of this Agreement due to no fault or failure of performance by Administrator, CSCDA shall pay Administrator based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Administrator be entitled to receive more than the amount that would be paid to Administrator for the full performance of the services required by this Agreement.

25. Force Majeure. Administrator shall not be liable for any failure to perform its obligations under this Agreement if Administrator presents acceptable evidence, in CSCDA's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Administrator's reasonable control and not due to any act by Administrator.

26. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Administrator's and CSCDA's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to CSCDA:
California Statewide Communities
Development Authority
1100 K Street
Sacramento, CA 95814
Attn: Executive Director

If to Administrator:
Renovate America, Inc.
16620 West Bernardo Drive
San Diego, CA 92127
Scott D. McKinlay
Executive Vice President

27. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Administrator shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Administrator will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

28. Subcontracting. The Administrator shall not subcontract any portion of the work required by this Agreement without prior written approval of CSCDA, provided that Administrator shall remain primarily responsible for any work performed.

29. Prohibition of Assignment and Delegation. Administrator shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CSCDA's prior written consent; provided, however, that Administrator may assign this Agreement in connection with a merger or a sale of all or substantially all of its assets. CSCDA's consent to an assignment of rights under this Agreement shall not release Administrator from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 20 shall be void and of no effect and shall entitle CSCDA to terminate this Agreement. As used in this Section 20, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

30. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

31. No Recourse Against Constituent Members Of CSCDA. CSCDA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. CSCDA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Administrator

shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CSCDA's constituent members in connection with this Agreement.

32. Waiver. No delay or omission to exercise any right, power or remedy accruing to a party under this Agreement shall impair any right, power or remedy of such party, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

33. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

34. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

35. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The CSCDA Executive Director is authorized to sign an amendment to this Agreement on the CSCDA Commission's behalf and without the CSCDA Commission's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

36. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

37. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

38. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

39. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether

contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over CSCDA.

40. Attorneys' Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

41. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

29. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Administrator warrants and represents that he or she has the authority to execute this Agreement on behalf of the Administrator and has the authority to bind Administrator to the performance of its obligations hereunder.

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

CSCDA:

California Statewide Communities
Development Authority,
a California joint powers authority

By: _____
Name: _____
Title: _____

Administrator:

Renovate America, Inc.,
a Delaware corporation

By: _____
Name: John Paul McNeill
Title: Chief Executive Officer

By: _____
Name: Scott D. McKinlay
Title: Executive Vice President

*(Two signatures of corporate officers required
for corporations under Corporations Code
Section 313, unless corporate documents
authorize only one person to sign this
Agreement on behalf of the corporation.)*

EXHIBIT A

SCOPE OF SERVICE

The scope of work for the Administrator is outlined below.

A. Document and Process Development

- a. Development of program reports, program handbook, application and all process-related materials.

B. Coordination of Local Governments

- a. Recruitment, support and management of local government activities to opt into the program.
- b. Reply to local government inquiries received from staff of participating or interested cities and counties, and provide updates on program activities (such as number of application from within a participating region or status of program formation in interested regions.).
- c. Cooperation with other Open PACE Administrators for recruitment, support and management of local government.

C. Marketing and Outreach

- a. Development of marketing materials such as FAQs, flyers, brochures and digital media.
- b. Development and maintenance of Administrator's website that will be linked to the CSCDA Open PACE website.
- c. Outreach to program stakeholders such as contractors, property owners and bond investors.
- d. Education of property owners and other stakeholders through creation of a program website, which includes information on the program, financing terms and other details, and approved improvements.

D. Application Processing

- a. The Administrator will develop, implement and administer software that:
 - i. Processes applications and funding requests.
 - ii. Provides loan repayment projections and bond debt service schedules.
 - iii. Provides real-time reports on the number of projects financed and total amount financed through the program.
- b. Approve or deny applications based on eligibility requirements.

- c. Manage projects through reservation and installation period, including expiration and/or cancelation of applications.
- d. Manage funding request documents including but not limited to final permit inspection certificate, final contractor invoice, and mechanic's lien release for review and approval.
- e. Coordinate program team for disbursement of bond proceeds throughout installation period.

E. Contractor Outreach and Management

- a. Recruit and train qualified contractors.
- b. Develop and maintain quality control system to ensure contractors are accurately representing the terms of the Program to homeowners.
- c. Ensure compliance with the adopted CSCDA Consumer Protection Policies.

F. Quality Assurance

- a. Create and implement a quality assurance protocol to ensure projects meet program requirements and CSCDA Consumer Protection Policies.

G. Bond Document Coordination

- a. Intake of property owner-signed bond documents.
- b. Generate amortization schedule.
- c. Coordination with program team on lien recordation and bond closing documents.

H. Customer Service

- a. Provide website, email and phone support for interested property owners and stakeholders.
- b. Respond to emails and phone calls within 1 business day.
- c. Address and manage stakeholder issues associated with participation in the program in consultation with CSCDA staff.

I. Reporting

- a. Tracking and reporting to CSCDA of program progress such as applications received, executed assessment contracts, environmental benefits and participating local government participation.
- b. Online reporting to participating local governments on program activity within its region

J. [Team Coordination

- a. Oversight and facilitation of program team including CSCDA, Bond Counsel, Issuer's Counsel, Tax Administrator and Fund Trustee
- b. Coordination of intra-team processes such as bond closing and tax roll preparation.

- c. Review county records on each January 31st and March 31st to determine delinquencies.
- d. Begin delinquency control process including the commencement of the foreclosure of defaulting properties in consultation with CSCDA staff.]

EXHIBIT B
FEE SCHEDULE

The Administrator Fees for each funded Assessment shall be calculated as follows: the amount of charges that Administrator imposes on the property owner for such Assessment, less the amount paid by Administrator to CSCDA based on the following schedule (expressed as a percentage of the project costs financed by the applicable Assessment):

Residential PACE: 0.875% at the issuance of the Bond or Assignment*
Commercial PACE: 0.75% at the issuance of the Bond* Alternatively, if an Assignment structure is used at origination: At initial Assignment of the Assessment, 0.25%; and at issuance thereafter of a Bond secured by such Assessment, 0.50% with a minimum of \$10,000 and a maximum of \$250,000*

*Subject to change by resolution of CSCDA Commission.



Agenda Item No. 12

Agenda Report

DATE: May 18, 2017

TO: CSCDA COMMISSIONERS

FROM: James Hamill, Managing Director

PURPOSE: Consideration of a resolution ratifying and approving the forms of certain documents to be used in connection with the issuance of CSCDA Open Pace limited obligation improvement bonds not to exceed \$500 million for Renovate America, Inc. and approving related documents and actions.

BACKGROUND AND SUMMARY:

On December 4, 2014, the CSCDA Commission approved the form and content of documents related to the Open PACE program. Renovate America has made some changes to the form documents to conform to the processes of its PACE program. The changes are ministerial in form and do not change the substance of the approved documents.

Renovate America has requested the ratification and approval of the forms of Contract, Master Indenture, Issuance Certificate and Electronic Signature Agreement, which have been updated in connection with the establishment its residential PACE program, and remain substantially in the forms previously approved by the CSCDA. CSCDA's PACE counsel for Renovate America, Orrick, Herrington & Sutcliffe and CSCDA staff have reviewed and approved the proposed updated documents.

Renovate America has also requested authorization to issue bonds in an amount not to exceed \$500 million.

RECOMMENDED ACTION:

CSCDA's Managing Director recommends approval of the resolution (in the form of Attachment A) ratifying and approving the forms of certain documents to be used in connection with the issuance of CSCDA Open Pace limited obligation improvement bonds for Renovate America not to exceed \$500 million.

ATTACHMENT A

RESOLUTION NO. 17R-__

A RESOLUTION RATIFYING AND CONFIRMING THE FORMS OF CERTAIN DOCUMENTS TO BE USED IN CONNECTION WITH THE ISSUANCE OF CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OPEN PACE LIMITED OBLIGATION IMPROVEMENT BONDS FOR THE RENOVATE AMERICA, INC. HERO FINANCING PROGRAM

Open PACE Program

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized under Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”) and a joint exercise of powers agreement entered into by a number of California cities, counties and special districts in accordance with the Act to authorize assessments to finance or refinance the installation of distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, electric vehicle charging infrastructure and such other work, infrastructure or improvements as may be authorized by law from time to time that are permanently fixed to real property, all in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California, as amended (“Chapter 29”) (the “Authorized Improvements”); and

WHEREAS, on November 6, 2014, pursuant to Resolution No. 14R-61 (the “Resolution of Intention”), the Commission of the Authority declared its intention to establish the CSCDA Open PACE Program (the “Program”) in the Covered Jurisdictions (as defined in the Resolution of Intention and herein, the “Covered Jurisdictions”); and

WHEREAS, pursuant to the Program and Chapter 29 and subject to certain conditions set forth below, the Authority will enter into contractual assessments to finance or refinance the installation of Authorized Improvements in the Covered Jurisdictions; and

WHEREAS, the Resolution of Intention directed the Executive Director of the Authority or the designee thereof (the “Executive Director”) to prepare or cause to be prepared and to file with the Commission a report (the “Report”) addressing all of the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29, including a draft contract (the “Contract”) between the Authority and property owners participating in the Program providing for payment of contractual assessments; and

WHEREAS, the Report was filed with the Secretary of the Commission prior to December 4, 2014; and

WHEREAS, on December 4, 2014, pursuant to Resolution No. 14R-66 (the “Resolution Confirming Report”), the Commission of the Authority confirmed the Report and established the Program in the Covered Jurisdictions; and

WHEREAS, pursuant to Chapter 29 and the Resolution Confirming Report, the Authority is authorized to enter into contractual assessments to finance or refinance the installation of Authorized Improvements in the Covered Jurisdictions; and

WHEREAS, pursuant to the Resolution Confirming Report, the Commission of the Authority approved the form of Contract attached to the Report and authorized and directed any Authorized Signatory (as defined in Section 1 below) to execute Contracts with property owners in substantially said form, with such additions thereto and changes therein as the Authorized Signatory executing the same, in consultation with counsel to the Authority, deemed necessary, desirable or appropriate; and

WHEREAS, pursuant to the Resolution of Intention, the Commission of the Authority provided for the issuance of one or more series of improvement bonds pursuant to the Improvement Bond Act of 1915, Division 10 of the Streets and Highways Code of the State of California (the “Bond Law”); and

WHEREAS, on December 4, 2014, pursuant to Resolution No. 14R-67 (the “Bond Resolution”), the Commission of the Authority authorized the issuance of limited obligation improvement bonds in one or more series from time to time to be designated generally as “California Statewide Communities Development Authority Open PACE Limited Obligation Improvement Bonds” (the “Bonds”) for the purpose, among others, of financing or refinancing the installation of Authorized Improvements; and

WHEREAS, pursuant to the Bond Resolution, the Commission of the Authority approved the form of one or more Master Indentures (including the form of Issuance Certificate attached thereto) (each a “Master Indenture”) for the issuance of the Bonds and authorized any Authorized Signatory to execute and deliver one or more Master Indentures (including any Issuance Certificate (each an “Issuance Certificate”)) in substantially said form, with such changes and insertions therein as any member of the Commission, with advice of counsel to the Authority, may approve; and

WHEREAS, pursuant to the Bond Resolution, the Commission of the Authority approved the form of one or more Electronic Signature Agreements (each an “Electronic Signature Agreement”) to be entered into by the Authority in connection with the Bonds and authorized any Authorized Signatory to execute and deliver one or more Electronic Signature Agreements in substantially said form, with such changes and insertions therein as any member of the Commission, with advice of counsel to the Authority, may approve; and

WHEREAS, on the date hereof, the Commission of the Authority approved the execution and delivery of a Professional Services Agreement with Renovate America, Inc. for services as an administrator under the Program (the portion of the Program to be administered by Renovate America, Inc. is referred to herein as the “HERO Financing Program”); and

WHEREAS, in connection with the preparation of the forms of Contract, Master Indenture, Issuance Certificate and Electronic Signature Agreement to be used for the HERO Financing Program, certain necessary, desirable and appropriate additions, changes and insertions to the forms of Contract, Master Indenture, Issuance Certificate and Electronic Signature Agreement previously approved by the Commission of the Authority pursuant to the Resolution Confirming Report and the Bond Resolution, respectively, have been made; and

WHEREAS, the Commission of the Authority now desires to ratify and confirm the updated forms of the Contract, the Master Indenture, the Issuance Certificate and the Electronic

Signature Agreement to be used for the HERO Financing Program as being substantially in the forms previously approved by the Commission of the Authority pursuant to the Resolution Confirming Report and the Bond Resolution, respectively; and

WHEREAS, there have been made available to the Commissioners of the Authority the following documents and agreements:

- (1) An updated form of Master Indenture;
- (2) An updated form of Issuance Certificate;
- (3) An updated form of Contract; and
- (4) An updated form Electronic Signature Agreement.

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The updated forms of Master Indenture, Issuance Certificate, Contract and Electronic Signature Agreement to be used for the HERO Financing Program, as made available to the Commissioners, are hereby ratified and confirmed. The Chair of the Authority or of any member of the Commission of the Authority or their administrative delegates duly authorized pursuant to resolution of the Authority (each, an “Authorized Signatory”), each acting alone, are hereby authorized and directed, for and on behalf of the Authority, to execute and deliver one or more Master Indentures, Issuance Certificates, Contracts and Electronic Signature Agreements in substantially said forms, with such changes and insertions therein as any member of the Commission, with advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The dated date, maturity date or dates, interest rate or rates, interest payment dates, denominations, forms, registration privileges, manner of execution, place or places of payment, terms of redemption and other terms of the Bonds shall be as provided in the Master Indentures and Issuance Certificates, as finally executed.

Section 2. The Authorized Signatories and other appropriate officers and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and direct the recordation of all notices required by Chapter 29, to execute and deliver any and all other documents and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Authority has ratified and confirmed in this Resolution and to consummate by the Authority the transactions contemplated by the documents ratified and confirmed hereby, including any subsequent amendments, waivers or consents entered into or given in accordance with such documents.

Section 3. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of May, 2016.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on May 18, 2016.

By:

Authorized Signatory
California Statewide Communities
Development Authority