



## REGULAR MEETING AGENDA

**July 7, 2016 at 2:00 p.m.**

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

Telephonic Locations:

County of Monterey  
168 Alisal Street, Salinas, CA 93901

27788 Hidden Trail Road  
Laguna Hills, CA 92653

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

County of Butte  
7 County Drive, Oroville, CA 95965

### **A. OPENING AND PROCEDURAL ITEMS**

1. Roll Call.

_____ Dan Harrison, Chair	_____ Tim Snellings, Member
_____ Larry Combs, Vice Chair	_____ Dan Mierzwa, Member
_____ Kevin O'Rourke, Treasurer	_____ Irwin Bornstein, Member
_____ Ron Holly, Secretary	_____ Brian Moura, Alt. Member
_____ Nav Gill, Alt. Member	
2. Consideration of the minutes of the June 16, 2016 Regular Meeting.
3. Consideration of the Consent Calendar.
4. Public Comment.

### **B. ITEMS FOR CONSIDERATION**

5. Consideration of CFD No. 2016-01 (Napa Pipe), County of Napa:
  - a. Continue the Public Hearing and all proceedings to August 4, 2016.
6. Consideration of CFD No. 2016-02 (Delta Coves), County of Contra Costa:
  - a. Conduct proceeding with respect to CFD No. 2016-02 (Delta Coves):
    1. Open Public Hearing.
    2. Close Public Hearing.

This \_\_\_ page agenda was posted at 1100 K Street, Sacramento, California on \_\_\_\_\_, 2016 at \_\_\_: \_\_\_ m, Signed \_\_\_\_\_. Please email signed page to [info@cscda.org](mailto:info@cscda.org)

- b. Consider the following resolutions relating to the formation of and special election within CFD No. 2016-02 (Delta Coves):
    1. Resolution of formation establishing CFD No. 2016-02 (Delta Coves), designating Improvement Area No. 1 and Improvement Area No. 2 therein, and providing for the levy of a special tax to finance the construction and acquisition of certain public facilities and to finance certain development impact fees and governmental services.
    2. Resolutions deeming it necessary to incur bonded indebtedness to finance the acquisition and construction of certain public facilities and to finance certain development impact fees to mitigate the impacts of development within CFD No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves).
    3. Resolutions calling special mailed-ballot election within CFD No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves).
  - c. Conduct special election within CFD No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves).
  - d. Consider resolutions declaring results of special mailed-ballot election within CFD No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves).
  - e. Conduct first reading of Ordinance Levying a Special Tax for Fiscal Year 2016-2017 and Following Fiscal Years Solely Within and Relating to California Statewide Communities Development Authority Community Facilities District No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves), County of Contra Costa, State of California.
7. Consideration of resolution ordering the levy and collection of charges for Statewide Community Infrastructure Program (SCIP) 2010-1 in the County of Stanislaus.
8. Consideration of Agreement with Spruce Finance for Services as an Administrator for CSCDA Open PACE Program.
9. 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 \$100 million for PACE Funding and approving related documents and actions.
10. Consideration of amendment to Renew Financial agreement for services to CaliforniaFIRST PACE program.

**C. STAFF ANNOUNCEMENTS, REPORTS ON ACTIVITIES OR REQUESTS**

11. Staff Updates.

12. Adjourn.

**NEXT MEETING:** Thursday, July 21, 2016 at 2:00 p.m.  
California State Association of Counties  
1100 K Street, 1<sup>st</sup> Floor, Sacramento, CA 95814

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

**CONSENT CALENDAR**

1. Consent Calendar

- a. Inducement of Monument Boulevard Housing Associates, LP (Sun Ridge Apartments), City of Concord, County of Contra Costa; issue up to \$39 million in multi-family housing revenue bonds.
- b. Approve the City of La Puente as CSCDA program participant.

July 7, 2016



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**REGULAR MEETING OF THE  
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
(CSCDA)**

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

June 16, 2016

**MINUTES**

Commissioner Dan Harrison called the meeting to order at 2:04 pm.

1. Roll Call.

Commission members present: Dan Harrison, Ron Holly. Tim Snellings, Larry Combs, Irwin Bornstein Kevin O'Rourke (joined at 2:20 pm) and Alternate Commissioner Brian Moura (representing Kevin O'Rourke) participated by conference telephone. Brian Moura participated as non-voting Commissioner after Kevin O'Rourke joined the meeting.

CSCDA Executive Director, Catherine Bando also participated by conference telephone.

Others present included: James Hamill, Bridge Strategic Partners, Mark Paxson, State Treasurer's Office. and Allan Fernandes, CSAC Finance Corporation; Jon Penkower, Bridge Strategic Partners and Trisha Ortiz, Richards, Watson & Gershon participated by conference telephone.

2. Approval of the minutes of the June 2, 2016 regular and special meetings.

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

3. Public comment.

None.

4. Approval 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 Discovery Charter Preparatory School, City of Los Angeles, County of Los Angeles; issue up to \$7,000,000 in nonprofit revenue bonds.

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

- b California College of the Arts, City and County of San Francisco; issue up to \$16,000,000 in nonprofit revenue bonds.

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

- c Stockton Meridian Pointe, L.P. (Meridian Pointe Apartments), City of Stockton, County of San Joaquin;

issue up to \$15,000,000 in multi-family housing revenue bonds.

Motion to approve by Snellings; second by Holly; unanimously approved by roll-call vote.

5. Consider 2016/17 CSCDA Budget

Motion to approve by O'Rourke; second by Combs; unanimously approved by roll-call vote.

6. Executive Director update.

Executive Director Bando shared she will be out of town at the next CSCDA meeting on July 7, 2016. Since James and Jon have both passed their MSRB municipal advisor exams she recommends that for this meeting no review is necessary by her and reports will be provided by BSP to the Commission. Commissioners agreed this was okay with them.

7. Staff updates.

None

8. Commissioner Dan Harrison adjourned the meeting at 2:32 pm.

Submitted by: James Hamill, Bridge Strategic Partners

*The next regular meeting of the commission is scheduled for  
**Thursday, July 7, 2016 at 2:00 pm**  
at the League of California Cities office at 1400 K Street, 3rd Floor, Sacramento, California.*

RESOLUTION NO. \_\_\_\_

**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 A MULTIFAMILY RENTAL HOUSING  
PROJECT AND RELATED ACTIONS**

**WHEREAS**, the Authority is authorized and empowered by 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 borrower identified in Exhibit A hereto and/or a related entity (the "Borrower") 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 of a certain multifamily rental housing development identified in Exhibit A hereto (the "Project"); and

**WHEREAS**, the Authority, in the course of assisting the Borrower in financing the Project, expects that the Borrower have paid or may pay certain expenditures (the "Reimbursement Expenditures") in connection with the Project 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 Project 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 Project 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 Project (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 the 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 Project (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 Project, and nothing contained herein shall be construed to signify that the Project 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 rehabilitation of the Project, 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 the Project in an amount not to exceed the amount 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 July 7, 2016.

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 July 7, 2016.

By: \_\_\_\_\_  
Authorized Signatory

## EXHIBIT A

Project Name	Project Location	Units	New Construction or Acquisition/Rehabilitation	Legal Names of Initial Owner and Sponsor	Bond Amount
Sun Ridge Apartments	1265 Monument Boulevard Concord, CA 94520	198	Acquisition and Rehabilitation	Monument Boulevard Housing Associates, LP (Owner)  Community HousingWorks (Sponsor)	\$39,000,000

## RESOLUTION NO. 16R-31

### RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY APPROVING AND RATIFYING THE ADDITION OF PROGRAM PARTICIPANTS TO THE AUTHORITY

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WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a public entity of the State of California, duly organized and existing pursuant to the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the California Government Code, and the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “JPA Agreement”); and

WHEREAS, pursuant to Section 13 of the JPA Agreement, the Authority may add a qualifying public agency to become a Program Participant (as defined in the JPA Agreement) upon (i) receipt from such public agency of an executed counterpart of the JPA Agreement, together with a certified copy of the resolution of the governing body of such public agency approving the JPA Agreement and the execution and delivery thereof and (ii) the approval of the Commission of the Authority to add such public agency as a Program Participant; and

WHEREAS, this Commission of the Authority desires to approve and ratify the admission of the public entities listed in Schedule A attached hereto and incorporate herein by reference (the “Applicants”) as Program Participants of the Authority; and

WHEREAS, this Commission hereby finds and determines that the Applicants are qualified to be added as parties to the JPA Agreement and to become Program Participants of the Authority; and

WHEREAS, the Applicants have, respectively, filed with the Authority executed counterparts to the JPA Agreement, together with certified copies of the resolutions approving the JPA Agreement and the execution and delivery thereof;

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

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

Section 2. The addition of the Applicant(s) listed on Exhibit A attached hereto, as Program Participant(s) is hereby approved, confirmed and ratified, and any actions heretofore taken on behalf of any such Applicant(s) is hereby approved, confirmed and ratified.

Section 3. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority on July 7, 2016.

\* \* \* \* \*

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 July 7, 2016.

By \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
ADDITION OF NEW PROGRAM PARTICIPANT(S)**

**City of La Puente**

## **Agenda Item No. 6**

### **Agenda Report**

**DATE:** July 7, 2016  
**TO:** CSCDA COMMISSIONERS  
**FROM:** James Hamill, Managing Director  
**PURPOSE:** Consideration of CFD No. 2016-02 (Delta Coves), County of Contra Costa

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#### **EXECUTIVE SUMMARY:**

At the June 2, 2016 meeting the CSCDA Commission adopted resolutions of intent of formation and to incur bond indebtedness not to exceed \$55 million for Improvement Area 1 and \$7 million for Improvement Area 2 for Delta Coves CFD No. 2016-02 (the "Project").

The Project is comprised of 560 single and multifamily units located on Bethel Island. It will offer 494 waterfront residential lots and 66 condominiums built around a man-made lagoon.

The CFD will include Joint Facility Agreements with the East Contra Costa County Fire Protection District, Ironhouse Sanitary District, Bethel Island Municipal Improvement District and the Diablo Water District.

Today's actions are the next steps in completing CFD No. 2016-02 as outlined below. Bonds are not being issued at this time, and approval of the issuance of bonds will come back to the Commission at a later date.

#### **RECOMMENDED ACTIONS: (EACH TO BE ADDRESSED SEPARATELY)**

CSCDA's staff recommend that the following actions be taken by the Commission for CFD 2016-02 (Delta Coves):

- a. Conduct proceeding with respect to CFD No. 2016-02 (Delta Coves):
  1. Open Public Hearing.
  2. Close Public Hearing.
- b. Consider the following resolutions relating to the formation of and special election within CFD No. 2016-02 (Delta Coves):
  1. Resolution of formation establishing CFD No. 2016-02 (Delta Coves), designating Improvement Area No. 1 and Improvement Area No. 2 therein, and providing for the levy of a special tax to finance the construction and acquisition of certain public facilities and to finance certain development impact fees and governmental services. **(Attachment A)**

2. Resolutions deeming it necessary to incur bonded indebtedness to finance the acquisition and construction of certain public facilities and to finance certain development impact fees to mitigate the impacts of development within CFD No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves). **(Attachment B)**
  3. Resolutions calling special mailed-ballot election within CFD No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves). **(Attachment C)**
- c. Conduct special election within CFD No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves).
  - d. Consider resolutions declaring results of special mailed-ballot election within CFD No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves). **(Attachment D)**
  - e. Conduct first reading of Ordinance Levying a Special Tax for Fiscal Year 2016-2017 and Following Fiscal Years Solely Within and Relating to California Statewide Communities Development Authority Community Facilities District No. 2016-02, Improvement Area No. 1 and Improvement Area No. 2 (Delta Coves), County of Contra Costa, State of California. **(Attachment E)**



## **ATTACHMENT A**

### **RESOLUTION NO. 16SCIP-6**

#### **CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

A RESOLUTION OF FORMATION ESTABLISHING CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-02 (DELTA COVES), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESIGNATING IMPROVEMENT AREA NO. 1 AND IMPROVEMENT AREA NO. 2 THEREIN AND PROVIDING FOR THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE THE CONSTRUCTION AND ACQUISITION OF CERTAIN PUBLIC FACILITIES AND TO FINANCE CERTAIN DEVELOPMENT IMPACT FEES AND GOVERNMENTAL SERVICES

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) duly adopted its Resolution No. 16SCIP-4 (the “Resolution of Intention”) on June 2, 2016 wherein the Commission declared its intention to and proposed to establish a community facilities district within the jurisdictional boundaries of the Diablo Water District, the Ironhouse Sanitary District, the Bethel Island Municipal Improvement District, and the East Contra Costa Fire Protection District (the “Local Agencies”), to be designated and known as “California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California” (the “Community Facilities District”), including Improvement Area No. 1 (“Improvement Area No. 1”) and Improvement Area No. 2 (“Improvement Area No. 2” and, together with Improvement Area No. 1, the “Improvement Areas”) therein, to authorize levying a special tax therein to finance the acquisition and construction of certain public capital improvements (including improvements financed with development impact fees, the “Improvements”), certain development impact fees (the “Fees”), and certain services (the “Services”), all 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”); and

WHEREAS, the resolutions of the local agencies approving formation of the Community Facilities District and the joint community facilities agreements with the Authority are attached as Exhibit A to the Resolution of Intention and incorporated therein by reference and such resolutions are incorporated herein by reference (the “Local Agency Resolutions”); and

WHEREAS, each Local Agency Resolution describes the project within the proposed Community Facilities District and approves a joint community facilities agreement under

the authority of Section 53316.2 of the Act and the forms of such joint community facilities agreements are attached to or embodied in such Local Agency Resolutions; and

WHEREAS, the Diablo Water District's Local Agency Resolution embodies a joint community facilities agreement and further provides that the adoption of a Resolution of Intention for the Community Facilities District by the Commission will act as an acceptance, by the Authority, of the terms of the joint community facilities agreement embodied in the Diablo Water District's Local Agency Resolution; and

WHEREAS, the Resolution of Intention fixed a time and place for a public protest hearing (the "Public Hearing") to be held by the Commission to consider the establishment of the Community Facilities District, the authorization of the special tax to be levied and collected within each Improvement Area of the Community Facilities District (the "Special Tax"), the proposed rate, method of apportionment and manner of collection of the Special Tax; the Improvements, Fees and Services proposed to be authorized to be paid for with the proceeds of the Special Tax collections, the establishment of an appropriations limit for each Improvement Area of the Community Facilities District, and all other matters set forth in the Resolution of Intention; and

WHEREAS, in the Resolution of Intention the Commission approved the boundary map, as provided for and described in California Streets and Highways Code Section 3110, entitled "Proposed Boundaries of California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California" (the "Proposed Boundary Map"), which Proposed Boundary Map was recorded on June 17, 2016, in the Book of Maps of Assessment and Community Facilities Districts maintained by the County Recorder of the County of Contra Costa in Book 85 at Pages 28, 29 and 30, and as Instrument No. 2016-0119364; and

WHEREAS, Exhibit E-1 to the Resolution of Intention, and incorporated therein by reference, is the rate and method of apportionment of the Special Tax for Improvement Area No. 1 (the "RMA for Improvement Area No. 1"), and Exhibit E-2 to the Resolution of Intention, and incorporated therein by reference, is the rate and method of apportionment of the Special Tax for Improvement Area No. 2 (the "RMA for Improvement Area No. 2");

WHEREAS, pursuant to the Resolution of Intention, the Authority's special tax consultant, David Taussig & Associates (the "Special Tax Consultant"), on behalf of the City, submitted a report (the "Hearing Report") to the Commission on the need for and estimated cost of the proposed Improvements to be financed; and

WHEREAS, the Commission has reviewed the Hearing Report, and it is incorporated herein by this reference and made a part of the record of the Public Hearing; and

WHEREAS, pursuant to the Resolution of Intention, the Public Hearing was set by the Commission for Thursday, the 7th day of July, 2016, at the hour of 2:00 o'clock P.M., at the offices of the League of California Cities, 1400 K Street, 3<sup>rd</sup> Floor, Sacramento, California 95814 (the "Public Hearing"); and

WHEREAS, Bond Counsel has filed a certificate with the Commission establishing that proper and timely notice of the Public Hearing was published in the *The Contra Costa Times*

and that proper and timely notice was mailed to the landowners within each Improvement Area of the Community Facilities District; and

WHEREAS, at or shortly after the time set forth in the Notice of Public Hearing, the Commission held the Public Hearing at the place designated to consider the establishment of the Community Facilities District, the designation of each Improvement Area, the proposed rate, method of apportionment and manner of collection of the Special Tax, the Improvements, Fees and Services proposed to be financed, the establishment of the appropriations limit, and all other matters set forth in the Resolution of Intention; and

WHEREAS, at the Public Hearing all persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District and each Improvement Area therein, were given an opportunity to appear and to be heard, and the testimony of all interested persons and all taxpayers, property owners and registered voters for or against the establishment of the Community Facilities District and Improvement Areas therein and the establishment of the Community Facilities District and the levy of the special tax, the extent of the Community Facilities District, the designation of each Improvement Area, the financing of the Improvements, Fees or Services, the establishment of the appropriations limits, or any other matters set forth in the Resolution of Intention, was heard and considered; and

WHEREAS, all registered voters residing within the boundaries of the proposed Improvement Areas of the Community Facilities District, if any, and all owners of land within the boundaries of the proposed Improvement Areas of the Community Facilities District that would not be exempt from the proposed levy of Special Tax, were allowed to submit written protests to any aspect of the proposals contained in the Resolution of Intention, and permitted to withdraw their protests prior to the close of the Public Hearing; 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. Except to the extent inconsistent with this Resolution, the Resolution of Intention is reaffirmed, and its provisions and findings are, to that same extent, incorporated herein by this reference.

Section 3. The Commission finds and determines that as of the close of the Public Hearing, written protests, if any, to the establishment of the Community Facilities District and the Improvement Areas therein, or to the levy of the Special Tax, or to the extent of the Community Facilities District or the Improvement Areas therein, or to the acquisition and construction of any of the Improvements or the financing of any Fees or Services described in the Resolution of Intention, or to the establishment of the appropriations limit for any Improvement Area of the Community Facilities District, or to any other matters contained in the Resolution of Intention, were submitted by less than 50 percent of the registered voters, or by less than six of the registered voters, if any, residing within any Improvement Area of the Community Facilities

District. Similarly, the Commission finds that at the close of the Public Hearing, such written protests, if any, were submitted by the owners of less than one-half of the area of land in the territory proposed to be included in each Improvement Area of the Community Facilities District and not exempt from the Special Tax. Thus, the Commission finds that it is not precluded, by the Act, from proceeding further in this matter. The Commission hereby further orders and determines that all protests to the establishment of the Community Facilities District and the Improvement Areas therein, or the levy of the Special Tax proposed to be levied therein, or the extent of the Community Facilities District and the Improvement Areas therein, or the acquisition and construction of any of the described Improvements or financing of the Fees or Services, or the establishment of the appropriations limit for each Improvement Area of the Community Facilities District, that may have been submitted, have been considered and are hereby overruled.

Section 4. The Improvements and Fees authorized to be financed by and through the Community Facilities District and each Improvement Area are those identified in each Local Agency Resolution and more particularly described on Exhibit C attached to the Resolution of Intention, which by this reference is incorporated herein and made a part of this Resolution. All of the Improvements to be financed directly or through Fees have an estimated useful life of five (5) years or longer, and are public facilities that a Local Agency or another governmental entity is 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 Local Agencies or upon other local government agencies as a result of development occurring and anticipated to occur within the Community Facilities District. The Improvements to be financed directly or through Fees need not be physically located within either Improvement Area.

Section 5. The cost of financing the Improvements and Fees includes incidental expenses comprising the costs of engineering, planning, design, construction staking, materials testing and coordination of the Improvements (including the Improvements to be financed by Fees), together with the costs of environmental evaluations thereof, and all costs associated with the creation of the Community Facilities District and designation of the Improvement Areas therein, 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 the Community Facilities District, together with any other expenses incidental to the Improvements and Fees. A representative list of incidental expenses proposed to be incurred are set forth on Exhibit D attached to the Resolution of Intention, which by this reference is incorporated herein and made a part of this Resolution.

Section 6. The Services authorized to be financed by and through the Community Facilities District and each Improvement Area are those described in the Local Agency Resolutions and more particularly described in Exhibit C attached to the Resolution of Intention, which by this reference is incorporated herein and made a part of this Resolution. The Services to be financed will be in addition to similar services currently being provided outside the area of the proposed Community Facilities District, will not supplant the similar services currently being provided within the area of the proposed Community Facilities District, and are necessary to meet increased demands placed upon the Local Agencies or upon other local government agencies as a result of development occurring and anticipated to occur within the Community Facilities District.

Section 7. The proposed rate and method of apportionment for Improvement Area No. 1 and the proposed rate and method of apportionment for Improvement Area No. 2 (each, an “RMA”), including the maximum annual special tax, shall be as set forth in Exhibit E-1 and Exhibit E-2, respectively, attached to the Resolution of Intention, which by this reference is incorporated herein and made a part of this Resolution. Exhibit E-1 contains the RMA for Improvement Area No. 1; and Exhibit E-2 contains the RMA for Improvement Area No. 2. Each RMA provides sufficient detail to allow each landowner or resident within the Improvement Area 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.

As required by the Act: (1) the maximum authorized special tax for financing the acquisition and construction of the Improvements and the financing of the Fees 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 by more than two percent (2%) per year; (2) the special tax shall not be levied for Improvements and Fees against such property after the time stated in the respective RMA; and (3) under no circumstances shall the special tax be increased on such property, as a consequence of delinquency or default by the owners of any other parcel or parcels of land within the Community Facilities District, by more than ten per cent (10%) above the level that would have been levied had there been no delinquencies.

Section 8. If the election referred to in Section 13 hereof results in the approval of the ballot measure described herein, then upon recordation of a Notice of Special Tax Lien within each Improvement Area pursuant to Section 3114.5 of the Streets and Highways Code of the State of California, a continuing lien to secure each levy of the Special Tax (as defined in each RMA) shall attach to all nonexempt real property in the related Improvement Area of the Community Facilities District, which lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien cancelled in accordance with law or until collection of the Special Tax by the Commission ceases and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Act.

Section 9. If the election referred to in Section 13 hereof results in the approval of the ballot measure described herein, then except where funds are otherwise available, the Special Tax shall be annually levied within each Improvement Area of the Community Facilities District in an amount 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 and the Fees; the making of lease payments for any public facilities (whether in conjunction with the issuance of certificates of participation or not); and the repayment of funds advanced by the City or the Developer for each Improvement Area 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 of work in-kind provided by any person for the Community Facilities District and each Improvement Area therein; shall be annually levied within each respective Improvement Area of the Community Facilities District.

Section 10. If the election referred to in Section 13 hereof results in the approval of the ballot measure described herein, then the Special Tax will be collected through the regular County of Contra Costa 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 11. Should any property subject to the Special Tax be acquired by a public agency and then leased for private purposes, the Commission, pursuant to Section 53340.1 of the Act, will 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 12. The Commission, pursuant to Section 53325.7 of the Act, hereby establishes the initial appropriations limit (fiscal year 2015-2016), as defined by subdivision (h) of Section 8 of Article XIIB of the California Constitution, for the Community Facilities District in the amount of \$5,000,000 for Improvement Area No. 1, and in the amount of \$600,000 for Improvement Area No. 2, subject to voter approval.

Section 13. The Commission will submit the authorizations of this Resolution to the qualified electors of each Improvement Area of the Community Facilities District in a special mailed-ballot election. Based on findings to be formally made by the Commission in a Resolutions to be adopted this date Calling a Special Mailed-Ballot Election within each Improvement Area of the Community Facilities District, to which reference is made for further particulars, the qualified electors of the Community Facilities District are the landowners owning property that will not be exempt from the Special Tax within the Community Facilities District, in accordance with Section 53326(b) of the Act.

Section 14. In the opinion of the Commission, the public interest will not be served by allowing the property owners in each Improvement Area to intervene in a public bidding process pursuant to Section 53329.5(a) of the Act.

Section 15. The firm of David Taussig & Associates, 5000 Birch Street, Suite 6000, Newport Beach, California 92660, telephone (949) 955-1500, will be responsible for annually preparing, or causing to be prepared, the roll of Special Tax levies on the parcels within each Improvement Area of the Community Facilities District identified by Contra Costa County Assessor's parcel numbers, and will be responsible for estimating future Special Tax levies pursuant to Section 53340.2 of the Act.

Section 16. The Commission finds and determines that all proceedings conducted and approved by the Commission with respect to the establishment of the Community Facilities District and each Improvement Area therein, up to and including the adoption of this Resolution, and the other Resolutions adopted this date in connection with the Community Facilities District and the Improvement Areas therein, are valid and in conformity with the requirements of the Act, and this determination is final and conclusive for all purposes and is binding upon all persons. Accordingly, the Commission finds, determines and orders that the Community Facilities District and each Improvement Area is hereby established with all of the authorities described and set forth in this Resolution, the exercise of which is subject only to the election.

Section 17. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the California Statewide Communities Development Authority this 7th day of July, 2016.

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 July 7, 2016.

By: \_\_\_\_\_  
Authorized Signatory  
California Statewide Communities  
Development Authority



## **ATTACHMENT B**

### **RESOLUTION NO. 16SCIP-7**

#### **CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES AND TO FINANCE CERTAIN DEVELOPMENT IMPACT FEES TO MITIGATE THE IMPACTS OF DEVELOPMENT WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-02, IMPROVEMENT AREA NO. 1 (DELTA COVES), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) duly adopted its Resolution No. 16SCIP-4 (the “Resolution of Intention”) on June 2, 2016 wherein it declared its intention to establish a community facilities district within the jurisdictional boundaries of the Diablo Water District, the Ironhouse Sanitary District, the Bethel Island Municipal Improvement District, and the East Contra Costa Fire Protection District (the “Local Agencies”), 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 (commencing with Section 53311) of the Government Code of the State of California (the “Act”), to be known and designated as “California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California” (the “Community Facilities District”) and Improvement Area No. 1 (the “Improvement Area”) therein, and to levy a special tax (the “Special Tax”) therein to finance, among other things, certain development impact fees (the “Fees,” as that term is defined in the Resolution of Intention) and the acquisition and construction of certain public facilities (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 has occurred or is expected to occur within the boundaries of the Improvement Area; and

WHEREAS, the Commission also adopted Resolution No. 16SCIP-5 (the “Resolution to Incur Bonded Indebtedness”) on June 2, 2016, declaring its intention to incur a bonded indebtedness in the principal amount of not to exceed fifty-five million dollars (\$55,000,000) for Improvement Area No. 1, and seven million dollars (\$7,000,000) for Improvement Area No. 2, to finance the Fees and the acquisition and construction of the Improvements described in the Resolution of Intention; and

WHEREAS, the Resolution to Incur Bonded Indebtedness fixed a time and place for a public protest hearing (the “Public Hearing”) to be held by the Commission to consider incurring the proposed debt and to consider any other matters set forth in the Resolution to Incur Bonded Indebtedness; and

WHEREAS, the Resolution to Incur Bonded Indebtedness directed the Authority's Bond Counsel to prepare, mail and publish a Notice of Public Hearing in accordance with the requirements of the Act; and

WHEREAS, Bond Counsel has filed a certificate with the Authority Secretary that the Notice of Public Hearing was properly prepared, mailed and published in accordance with the requirements of the Act (the "Certificate of Mailing and Publication of Notice of Public Hearing"); and

WHEREAS, the Public Hearing was held by the Commission on Thursday, the 7th day of July, 2016, at the hour of 2:00 o'clock P.M., at the offices of the League of California Cities, at 1400 K Street, 3<sup>rd</sup> Floor, Sacramento, California 95814. At the Public Hearing the Commission considered the amount and the term of the bonds proposed to be authorized by the Community Facilities District and the Improvement Area therein, and all other matters set forth in the Resolution to Incur Bonded Indebtedness; and at the Public Hearing all persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District and the Improvement Area therein, were given an opportunity to appear and to be heard on, and they were permitted to present any matters relating to, the necessity for incurring the bonded indebtedness to finance the Fees and the costs of the acquisition and construction of the Improvements described in the Resolution of Intention; and the testimony of all interested persons and all taxpayers, property owners and registered voters for or against the authorization to issue bonds of the Community Facilities District or any other matters set forth in the Resolution to Incur Bonded Indebtedness, was heard and considered; and

WHEREAS, all registered voters residing within the boundaries of the proposed Community Facilities District and the Improvement Area therein, if any, and all owners of land within the boundaries of the proposed Community Facilities District and the Improvement Area therein that would not be exempt from the proposed levy of Special Tax, were allowed to submit written protests against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness, and permitted to withdraw their protests prior to the close of the Public Hearing; and

WHEREAS, the Commission has adopted on this date its Resolution No. 16SCIP-6 establishing the Community Facilities District and the Improvement Area therein (the "Resolution of Formation") which sets forth the Special Tax to be authorized within the Improvement Area of the Community Facilities District and the Fees and Improvements that may be financed with the proceeds of the Special Tax collections; 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 18. The above recitals are true and correct, and the Commission so finds and determines.

Section 19. The Commission accepts the Certificate of Mailing and Publication of Notice of Public Hearing and finds, based thereon, that proper notice of the Public Hearing have

been given in accordance with the Act, and that the Public Hearing was conducted with proper and legal notices in all respects.

Section 20. The Commission finds and determines that at the close of the Public Hearing, written protests, if any, against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness, were submitted by less than 50 percent of the registered voters, or by less than six of the registered voters, if any, residing within the Improvement Area of the Community Facilities District. Similarly, the Commission finds that at the close of the Public Hearing, such written protests, if any, were submitted by the owners of less than one-half of the area of land in the territory proposed to be included in the Improvement Area of the Community Facilities District and not exempt from the Special Tax. Thus, the Commission finds that it is not precluded, by the Act, from proceeding further in this matter. The Commission hereby further orders and determines that all protests against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness that may have been submitted, have been considered and are hereby overruled.

Section 21. The Commission hereby declares that the public convenience and necessity require that a bonded indebtedness be incurred to finance the acquisition and construction of the Improvements and the Fees described in the Resolution of Formation. The authorization to finance 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 creation of the Improvement Area of the Community Facilities District, the issuance of debt (as that term is defined in the Act, "Debt") in one or more series, 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 the Improvement Area of the Community Facilities District, together with any other expenses incidental to the acquisition and construction of the Improvements. Such costs and expenses are further described in Exhibit D to the Resolution of Intention.

Section 22. The whole of the territory within the Improvement Area of the Community Facilities District will be benefited by the Debt and will be subject to the Special Tax to pay for the Debt.

Section 23. The amount of the proposed Debt to be incurred in one or more series to finance the acquisition and construction of the Improvements and the Fees shall not exceed in aggregate fifty-five million dollars (\$55,000,000), which amount may include all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the Debt 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 Debt is issued pursuant to the Act, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, bond and other reserve funds, discount fees, interest on any Debt of the Improvement Area of the Community Facilities District estimated to be due and payable within two (2) years of issuance, election costs, and all costs of issuance of the Debt, 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.

Section 24. The maximum term of any series of Debt shall not exceed thirty (30) years from the date of its issuance.

Section 25. The maximum annual rate or rates of interest to be paid on any series of Debt shall not exceed twelve percent (12%) per annum, payable at least annually the first year and semiannually thereafter.

Section 26. Pursuant to Section 53353.5 of the Act, the authority to levy the Special Tax to finance the Fees and Improvements, the question of setting the appropriations limit for the Improvement Area of the Community Facilities District, and the question whether the Improvement Area of the Community Facilities District will be authorized to incur Debt shall be combined into a single ballot question, and submitted to the qualified electors of the Improvement Area of the Community Facilities District at a special mailed-ballot election with ballots to be delivered to the Authority Secretary no later than 2:00 p.m. on July 7, 2016. If prior to that time the Authority Secretary shall have received all of the eligible ballots to be cast, pursuant to Section 53351(j) of the Act, the Authority Secretary will at that time declare the election closed.

Section 27. The election shall be conducted in accordance with the Commission's Resolution No. 16SCIP-8 Calling Special Mailed-Ballot Election, to be adopted this date, to which reference is made for further particulars.

Section 28. If the ballot proposition receives the approval of two-thirds (2/3) or more of the votes cast on the proposition, the Debt may be issued and sold in one or more series for the purpose for which it was authorized, and the Debt (except where funds are otherwise available) shall be paid exclusively from the annual levy of the Special Tax and is not and shall not be secured by any other taxing power or funds of the Authority of the Local Agencies.

Section 29. It is the intention of the Commission that any Debt issued shall be callable (may be redeemed prior to their maturity dates) in accordance with the terms of the Act.

Section 30. This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the California Statewide Communities Development Authority this 7th day of July, 2016.

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 July 7, 2016.

By: \_\_\_\_\_  
Authorized Signatory  
California Statewide Communities  
Development Authority

RESOLUTION NO. 16SCIP-10

CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY

A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES AND TO FINANCE CERTAIN DEVELOPMENT IMPACT FEES TO MITIGATE THE IMPACTS OF DEVELOPMENT WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-02, IMPROVEMENT AREA NO. 2 (DELTA COVES), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) duly adopted its Resolution No. 16SCIP-4 (the “Resolution of Intention”) on June 2, 2016 wherein it declared its intention to establish a community facilities district within the jurisdictional boundaries of the Diablo Water District, the Ironhouse Sanitary District, the Bethel Island Municipal Improvement District, and the East Contra Costa Fire Protection District (the “Local Agencies”), 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 (commencing with Section 53311) of the Government Code of the State of California (the “Act”), to be known and designated as “California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California” (the “Community Facilities District”) and Improvement Area No. 2 (the “Improvement Area”) therein, and to levy a special tax (the “Special Tax”) therein to finance, among other things, certain development impact fees (the “Fees,” as that term is defined in the Resolution of Intention) and the acquisition and construction of certain public facilities (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 has occurred or is expected to occur within the boundaries of the Improvement Area; and

WHEREAS, the Commission also adopted Resolution No. 16SCIP-5 (the “Resolution to Incur Bonded Indebtedness”) on June 2, 2016, declaring its intention to incur a bonded indebtedness in the principal amount of not to exceed fifty-five million dollars (\$55,000,000) for Improvement Area No. 1, and seven million dollars (\$7,000,000) for Improvement Area No. 2, to finance the Fees and the acquisition and construction of the Improvements described in the Resolution of Intention; and

WHEREAS, the Resolution to Incur Bonded Indebtedness fixed a time and place for a public protest hearing (the “Public Hearing”) to be held by the Commission to consider incurring the proposed debt and to consider any other matters set forth in the Resolution to Incur Bonded Indebtedness; and

WHEREAS, the Resolution to Incur Bonded Indebtedness directed the Authority’s Bond Counsel to prepare, mail and publish a Notice of Public Hearing in accordance with the requirements of the Act; and

WHEREAS, Bond Counsel has filed a certificate with the Authority Secretary that the Notice of Public Hearing was properly prepared, mailed and published in accordance with the requirements of the Act (the “Certificate of Mailing and Publication of Notice of Public Hearing”); and

WHEREAS, the Public Hearing was held by the Commission on Thursday, the 7th day of July, 2016, at the hour of 2:00 o’clock P.M., at the offices of the League of California Cities, at 1400 K Street, 3<sup>rd</sup> Floor, Sacramento, California 95814. At the Public Hearing the Commission considered the amount and the term of the bonds proposed to be authorized by the Community Facilities District and the Improvement Area therein, and all other matters set forth in the Resolution to Incur Bonded Indebtedness; and at the Public Hearing all persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District and the Improvement Area therein, were given an opportunity to appear and to be heard on, and they were permitted to present any matters relating to, the necessity for incurring the bonded indebtedness to finance the Fees and the costs of the acquisition and construction of the Improvements described in the Resolution of Intention; and the testimony of all interested persons and all taxpayers, property owners and registered voters for or against the authorization to issue bonds of the Community Facilities District or any other matters set forth in the Resolution to Incur Bonded Indebtedness, was heard and considered; and

WHEREAS, all registered voters residing within the boundaries of the proposed Community Facilities District and the Improvement Area therein, if any, and all owners of land within the boundaries of the proposed Community Facilities District and the Improvement Area therein that would not be exempt from the proposed levy of Special Tax, were allowed to submit written protests against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness, and permitted to withdraw their protests prior to the close of the Public Hearing; and

WHEREAS, the Commission has adopted on this date its Resolution No. 16SCIP-6 establishing the Community Facilities District and the Improvement Area therein (the “Resolution of Formation”) which sets forth the Special Tax to be authorized within the Improvement Area of the Community Facilities District and the Fees and Improvements that may be financed with the proceeds of the Special Tax collections; 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 31. The above recitals are true and correct, and the Commission so finds and determines.

Section 32. The Commission accepts the Certificate of Mailing and Publication of Notice of Public Hearing and finds, based thereon, that proper notice of the Public Hearing have been given in accordance with the Act, and that the Public Hearing was conducted with proper and legal notices in all respects.

Section 33. The Commission finds and determines that at the close of the Public Hearing, written protests, if any, against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness, were submitted by less than 50 percent of the registered voters, or by less than six of the registered voters, if any, residing within the Improvement Area of the Community Facilities District. Similarly, the Commission finds that at the close of the Public Hearing, such written protests, if any, were submitted by the owners of less than one-half of the area of land in the territory proposed to be included in the Improvement Area of the Community Facilities District and not exempt from the Special Tax. Thus, the Commission finds that it is not precluded, by the Act, from proceeding further in this matter. The Commission hereby further orders and determines that all protests against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness that may have been submitted, have been considered and are hereby overruled.

Section 34. The Commission hereby declares that the public convenience and necessity require that a bonded indebtedness be incurred to finance the acquisition and construction of the Improvements and the Fees described in the Resolution of Formation. The authorization to finance 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 creation of the Improvement Area of the Community Facilities District, the issuance of debt (as that term is defined in the Act, "Debt") in one or more series, 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 the Improvement Area of the Community Facilities District, together with any other expenses incidental to the acquisition and construction of the Improvements. Such costs and expenses are further described in Exhibit D to the Resolution of Intention.

Section 35. The whole of the territory within the Improvement Area of the Community Facilities District will be benefited by the Debt and will be subject to the Special Tax to pay for the Debt.

Section 36. The amount of the proposed Debt to be incurred in one or more series to finance the acquisition and construction of the Improvements and the Fees shall not exceed in the aggregate seven million dollars (\$7,000,000), which amount may include all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the Debt 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 Debt is issued pursuant to the Act, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, bond and other reserve funds, discount fees, interest on any Debt of the Improvement Area of the Community Facilities District estimated to be due and payable within two (2) years of issuance, election costs, and all costs of issuance of the Debt, 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.



Section 37. The maximum term of any series of Debt shall not exceed thirty (30) years from the date of its issuance.

Section 38. The maximum annual rate or rates of interest to be paid on any series of Debt shall not exceed twelve percent (12%) per annum, payable at least annually the first year and semiannually thereafter.

Section 39. Pursuant to Section 53353.5 of the Act, the authority to levy the Special Tax to finance the Fees and Improvements, the question of setting the appropriations limit for the Improvement Area of the Community Facilities District, and the question whether the Improvement Area of the Community Facilities District will be authorized to incur Debt shall be combined into a single ballot question, and submitted to the qualified electors of the Improvement Area of the Community Facilities District at a special mailed-ballot election with ballots to be delivered to the Authority Secretary no later than 2:00 p.m. on July 7, 2016. If prior to that time the Authority Secretary shall have received all of the eligible ballots to be cast, pursuant to Section 53351(j) of the Act, the Authority Secretary will at that time declare the election closed.

Section 40. The election shall be conducted in accordance with the Commission's Resolution No. 16SCIP-11 Calling Special Mailed-Ballot Election, to be adopted this date, to which reference is made for further particulars.

Section 41. If the ballot proposition receives the approval of two-thirds (2/3) or more of the votes cast on the proposition, the Debt may be issued and sold in one or more series for the purpose for which it was authorized, and the Debt (except where funds are otherwise available) shall be paid exclusively from the annual levy of the Special Tax and is not and shall not be secured by any other taxing power or funds of the Authority of the Local Agencies.

Section 42. It is the intention of the Commission that any Debt issued shall be callable (may be redeemed prior to their maturity dates) in accordance with the terms of the Act.

Section 43. This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the California Statewide Communities Development Authority this 7th day of July, 2016.

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 July 7, 2016.

By: \_\_\_\_\_  
Authorized Signatory  
California Statewide Communities  
Development Authority

## ATTACHMENT C

### RESOLUTION NO. 16SCIP-8

#### CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

RESOLUTION CALLING SPECIAL MAILED-BALLOT ELECTION WITHIN IMPROVEMENT AREA NO. 1 OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-02 (DELTA COVES), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”), on June 2, 2016, adopted its Resolution No. 16SCIP-4 (the “Resolution of Intention”) and its Resolution No. 16SCIP-5 (the “Resolution to Incur Bonded Indebtedness”) thereby initiating proceedings to establish a community facilities district within the jurisdictional boundaries of the Diablo Water District, the Ironhouse Sanitary District, the Bethel Island Municipal Improvement District, and the East Contra Costa Fire Protection District (the “Local Agencies”), 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 (commencing with Section 53311) of the Government Code of the State of California (the “Act”), to be known and designated as “California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California” (the “Community Facilities District”), and Improvement Area No. 1 therein (the “Improvement Area”); and

WHEREAS, both the Resolution of Intention and the Resolution to Incur Bonded Indebtedness set public protest hearings to be held concurrently on July 7, 2016 (the “Public Hearing”); and

WHEREAS, on July 7, 2016, at the time and place specified in the Notice of Public Hearing, the Public Hearing was held by the Commission, and at the close of the Public Hearing, the Commission determined that there was no majority protest under Section 53324 of the Act; and

WHEREAS, at the conclusion of the Public Hearing, the Commission adopted its Resolution No. 16SCIP-6 establishing the Community Facilities District and Improvement Area (the “Resolution of Formation”) pursuant to Section 53325.1 of the Act, and its Resolution No. 16SCIP-7 Deeming it Necessary to Incur Bonded Indebtedness (the “Resolution Deeming it Necessary to Incur Bonded Indebtedness”) pursuant to Section 53351 of the Act; and

WHEREAS, in order to proceed with the levy of the special tax and establishment of an appropriations limitation for the Improvement Area, as provided by the Resolution of Formation, and with the incurring of indebtedness as provided by the Resolution Deeming it Necessary to Incur Bonded Indebtedness, the three matters must be submitted to an election of the qualified electors of the Improvement Area of the Community Facilities District; and

WHEREAS, the three ballot questions just described may be combined into a single ballot measure pursuant to Section 53353.5 of the Act, as provided in the form of special election ballot attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, a Certificate Re Registered Voters and Landowners (the “Certificate Re Landowners”) has been filed with the Authority Secretary (the “Secretary”) and submitted to the Commission, certifying that as of July 7, 2016, there were no registered voters within the territory of the Improvement Area of the Community Facilities District; and

WHEREAS, a Certificate Re Receipt of Property Owner Waiver and Consent Forms (the “Certificate Re Waivers”), has been submitted by the Assistant to the Secretary (the “Assistant to the Secretary”), stating that each Landowner, or an authorized representative of each Landowner, has filed with the Secretary a properly executed Waiver and Consent (as defined below) in the form attached hereto as Exhibit B, and by this reference incorporated herein; 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 accepts the Certificate Re Landowners heretofore filed in these proceedings and finds, in accordance therewith, that during the ninety days just past there have been days when there were no registered voters residing within the boundaries of the Improvement Area. Accordingly, under Section 53326(b) of the Act, the qualified electors of the Improvement Area of the Community Facilities District for the proposed special election shall be the owners of land within the Improvement Area of the Community Facilities District.

**Section 3.** The Commission further finds and determines that the owners of land within the Improvement Area (the “Landowners”) are the landowners set forth in the attachment to the Certificate Re Landowners and that the attachment correctly sets forth the amount of property owned by each Landowner and the number of votes to which each Landowner is entitled pursuant to Section 53326(b) of the Act, being the number of acres owned rounded up to the next whole acre.

**Section 4.** The Commission hereby approves the form of “Waiver and Consent Shortening Time Periods and Waiving Various Requirements for Conducting a Mailed-Ballot Election” (the “Waiver and Consent”) by which the time limits and related requirements respecting preparation and distribution of election materials are waived, a copy of which is attached hereto as Exhibit B. The Commission hereby finds that the rights, procedures and time periods therein waived are solely for the protection of the qualified electors and may be waived by the qualified electors under Sections 53326(a) and 53327(b) of the Act and under other provisions of law dealing with waiver generally, and that the Waiver and Consent constitutes a full and knowing waiver, by any qualified elector who has executed the form, of those rights, procedures and time periods.

**Section 5.** The Commission further finds and determines, based on a Certificate Re Waivers, provided this date by the Assistant to the Secretary, that each Landowner, or an authorized representative of each Landowner, has filed with the Secretary a properly executed Waiver and Consent. The Commission therefore is establishing the procedures and time periods for this special mailed-ballot election without regard to statutory schedules.

**Section 6.** Pursuant to Sections 53326 and 53351 of the Act, the Commission hereby calls an election, to be held and conducted forthwith upon adoption of this Resolution, and sets July 7, 2016, as the election date. Pursuant to Section 53326 of the Act, the election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver and Consent forms on file with the Secretary and shall therefore be permitted. Bond Counsel is directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed pursuant to a Waiver and Consent, to the Landowner's authorized representative.

**Section 7.** The proposition to be submitted to the qualified electors of the Improvement Area shall be as set forth in the form of special election ballot attached hereto as Exhibit A.

**Section 8.** The Secretary is hereby designated as the official to conduct the special mailed-ballot election pursuant to the Act and California Elections Code Sections 307 and 320 and the following provisions:

(a) The special election shall be held and conducted, and the votes canvassed and the returns made, and the results determined, as provided herein; and in all particulars not prescribed by this Resolution the special election shall be held and conducted and the votes received and canvassed in the manner provided by law for the holding of special elections consistent with the Act.

(b) All Landowners within the Improvement Area as of the close of the Public Hearing shall be qualified to vote upon the proposition to be submitted at the special election.

(c) The special election shall be conducted as a mailed-ballot election, in accordance with the provisions of the Act and the proceedings of the Commission, and there shall be no polling places for the special election. All ballots shall be delivered or mailed by Bond Counsel to the Landowners, and all voted ballots are required to be received by the Secretary not later than 2:00 o'clock P.M. on the day of the election in order to be counted. However, if at any time the Secretary determines that all votes have been cast, the Secretary shall immediately declare the election closed.

(d) Each voter desiring to vote in favor of the proposition to be submitted at the special election shall mark a cross (x) or similar mark in the blank space opposite the word "YES" on the ballot to the right of the proposition; and each voter desiring to vote against the proposition shall mark a cross (x) or similar mark in

the blank space opposite the word “NO” on the ballot to the right of the proposition. The cross (x) or similar mark may be marked with either pen or pencil.

(e) The Secretary shall commence the canvass of the returns of the special election, and report the returns to the Commission no later than the Commission meeting of July 7, 2016.

(f) The Commission may thereupon declare the results of the special election, and shall cause to be spread upon its minutes a statement of the results of the special election as ascertained by the canvass.

**Section 9.** This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the California Statewide Communities Development Authority this 7th day of July, 2016.

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 July 7, 2016.

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

Authorized Signatory  
California Statewide Communities  
Development Authority

**EXHIBIT A**

**FORM OF SPECIAL ELECTION BALLOT**



CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
COMMUNITY FACILITIES DISTRICT NO. 2016-02,  
IMPROVEMENT AREA NO. 1 (DELTA COVES)  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

**SPECIAL ELECTION BALLOT**

(Mailed-Ballot Election)

This ballot is for the use of the authorized representative of the following owner of land within the California Statewide Communities Development Authority Community Facilities District No. 2016-02, Improvement Area No. 1 (Delta Coves), County of Contra Costa, State of California (the "Community Facilities District"):

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
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According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the Commission (the "Commission") of the California Statewide Communities Development Authority (the "CSCDA"), the above-named Landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by the Landowner.

In order to be counted, this ballot must be executed and certified below and be returned, by mail or in person, to the CSCDA Secretary, c/o Patricia Eichar, Esq., Orrick, Herrington & Sutcliffe LLP, 1120 NW Couch St., Suite 200, Portland, OR 97209, prior to 9:00 a.m. on Thursday, June 30, 2016.

Mailing by that time will not be sufficient. This ballot must be received by the time stated in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT.

BALLOT MEASURE

Shall the Commission (the "Commission") of the California Statewide Communities Development Authority, by and through its Community Facilities District No. 2016-02, Improvement Area No. 1 (Delta Coves), County of Contra Costa, State of California (the "District"), be authorized to annually levy a special tax within Improvement Area No. 1 of the District to finance the acquisition and construction of certain public capital improvements (including improvements financed with development impact fees, the "Improvements"), certain development impact fees, and

MARK "YES" OR "NO"  
WITH AN "X":

YES

\_\_\_\_\_

certain services, and be authorized to incur debt in the principal amount of not to exceed fifty-five million dollars (\$55,000,000) to pay for the Improvements, including the payment, using the proceeds of the special tax collections, of principal of and interest on the debt and including the repayment of funds advanced for the authorized purposes of Improvement Area No. 1 of the Community Facilities District all as described in the Commission's Resolution of Formation and in the Commission's Resolution Deeming it Necessary to Incur Bonded Indebtedness, both adopted July 7, 2016; and shall the fiscal year 2016-17 appropriations limit for Improvement Area No. 1 of the District be established in the amount of five million dollars (\$5,000,000)?

NO

\_\_\_\_\_

Certification for Special Election Ballot

The undersigned declares under penalty of perjury under the laws of the State of California that such person is the authorized representatives of the above-named Landowner and is legally authorized and entitled to cast this ballot on behalf of the above-named Landowner and to bind the Landowner thereby, and that this ballot is signed by the undersigned as of the date set forth below.

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

[PROPERTY OWNER],  
a [DESCRIPTION]

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

Name: \_\_\_\_\_

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

[SIGNATURE TO BE NOTARIZED]

## **EXHIBIT B**

### **FORM OF WAIVER AND CONSENT**

#### **WAIVER AND CONSENT SHORTENING TIME PERIODS AND WAIVING VARIOUS REQUIREMENTS FOR CONDUCTING A MAILED-BALLOT ELECTION**

#### **CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-02, IMPROVEMENT AREA NO. 1 (DELTA COVES) COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

[PROPERTY OWNER] (the "Owner") is the owner of the real property listed by Assessor's Parcel Number ("APN") on Exhibit 1 attached hereto (the "Property"), which is within the California Statewide Communities Development Authority Community Facilities District No. 2016-02, Improvement Area No. 1 (Delta Coves), County of Contra Costa, State of California ("Improvement Area No. 1").

The Owner understands that a special mailed-ballot, landowner election will be held to determine whether the authority to levy an annual special tax on property within Improvement Area No. 1, including the Property, to the acquisition and construction of certain public capital improvements, certain development impact fees, and certain services, and to incur indebtedness to be secured and repaid by the special tax, and to establish an appropriations limit for Improvement Area No. 1, all as set forth in two resolutions related to Improvement Area No. 1 to be considered by the Commission of the California Statewide Communities Development Authority on July 7, 2016 (the Resolution of Formation and the Resolution Deeming it Necessary to Incur Bonded Indebtedness), will be conferred upon that Commission.

The Owner requests that the election be conducted at the earliest possible date.

The Owner is the entity legally entitled and authorized to cast the ballot attributable to the Property in the landowner, mailed-ballot election.

The Owner hereby waives any and all minimum time periods relative to the election pursuant to Government Code Section 53326(a).

The Owner hereby waives the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b).

The Owner hereby waives the requirement to publish notice of the election under Government Code Section 53352.

The Owner hereby waives the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees that either mailed service or personal service of the ballot will be sufficient.

The Owner hereby waives the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5.

The Owner hereby waives any and all defects in notice or procedure in the conduct of the election, whether known or unknown (except the right to vote and to have the ballots fairly counted), and states that the election is being expedited, pursuant to this Waiver and Consent, at the particular instance and request of the Owner.

The Owner hereby consents to the levy and collection of the special tax on the Property in accordance with the rate and method of apportionment attached as an exhibit to the Resolution of Formation of Improvement Area No. 1 and hereby waives any and all rights to challenge the inclusion of the Property in Improvement Area No. 1.

Finally, the Owner will execute the ballot and cast the votes assigned to the Property.

The undersigned declares under penalty of perjury under the laws of the State of California that such person is properly authorized to execute this Waiver and Consent and to bind the Owner thereby, and that the statements contained herein are true and correct and that this Waiver and Consent is signed by the undersigned as of the date set forth below.

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

[PROPERTY OWNER],  
a [DESCRIPTION]

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

Name: \_\_\_\_\_

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

[SIGNATURE TO BE NOTARIZED]

RESOLUTION NO. 16SCIP-11

CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY

RESOLUTION CALLING SPECIAL MAILED-BALLOT ELECTION WITHIN IMPROVEMENT AREA NO. 2 OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-02 (DELTA COVES), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”), on June 2, 2016, adopted its Resolution No. 16SCIP-4 (the “Resolution of Intention”) and its Resolution No. 16SCIP-5 (the “Resolution to Incur Bonded Indebtedness”) thereby initiating proceedings to establish a community facilities district within the jurisdictional boundaries of the Diablo Water District, the Ironhouse Sanitary District, the Bethel Island Municipal Improvement District, and the East Contra Costa Fire Protection District (the “Local Agencies”), 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 (commencing with Section 53311) of the Government Code of the State of California (the “Act”), to be known and designated as “California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California” (the “Community Facilities District”), and Improvement Area No. 2 therein (the “Improvement Area”); and

WHEREAS, both the Resolution of Intention and the Resolution to Incur Bonded Indebtedness set public protest hearings to be held concurrently on July 7, 2016 (the “Public Hearing”); and

WHEREAS, on July 7, 2016, at the time and place specified in the Notice of Public Hearing, the Public Hearing was held by the Commission, and at the close of the Public Hearing, the Commission determined that there was no majority protest under Section 53324 of the Act; and

WHEREAS, at the conclusion of the Public Hearing, the Commission adopted its Resolution No. 16SCIP-6 establishing the Community Facilities District and Improvement Area (the “Resolution of Formation”) pursuant to Section 53325.1 of the Act, and its Resolution No. 16SCIP-10 Deeming it Necessary to Incur Bonded Indebtedness (the “Resolution Deeming it Necessary to Incur Bonded Indebtedness”) pursuant to Section 53351 of the Act; and

WHEREAS, in order to proceed with the levy of the special tax and establishment of an appropriations limitation for the Improvement Area, as provided by the Resolution of Formation, and with the incurring of indebtedness as provided by the Resolution Deeming it Necessary to Incur Bonded Indebtedness, the three matters must be submitted to an election of the qualified electors of the Improvement Area of the Community Facilities District; and

WHEREAS, the three ballot questions just described may be combined into a single ballot measure pursuant to Section 53353.5 of the Act, as provided in the form of special election ballot attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, a Certificate Re Registered Voters and Landowners (the “Certificate Re Landowners”) has been filed with the Authority Secretary (the “Secretary”) and submitted to the Commission, certifying that as of July 7, 2016, there were no registered voters within the territory of the Improvement Area of the Community Facilities District; and

WHEREAS, a Certificate Re Receipt of Property Owner Waiver and Consent Forms (the “Certificate Re Waivers”), has been submitted by the Assistant to the Secretary (the “Assistant to the Secretary”), stating that each Landowner, or an authorized representative of each Landowner, has filed with the Secretary a properly executed Waiver and Consent (as defined below) in the form attached hereto as Exhibit B, and by this reference incorporated herein; 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 accepts the Certificate Re Landowners heretofore filed in these proceedings and finds, in accordance therewith, that during the ninety days just past there have been days when there were no registered voters residing within the boundaries of the Improvement Area. Accordingly, under Section 53326(b) of the Act, the qualified electors of the Improvement Area of the Community Facilities District for the proposed special election shall be the owners of land within the Improvement Area of the Community Facilities District.

**Section 3.** The Commission further finds and determines that the owners of land within the Improvement Area (the “Landowners”) are the landowners set forth in the attachment to the Certificate Re Landowners and that the attachment correctly sets forth the amount of property owned by each Landowner and the number of votes to which each Landowner is entitled pursuant to Section 53326(b) of the Act, being the number of acres owned rounded up to the next whole acre.

**Section 4.** The Commission hereby approves the form of “Waiver and Consent Shortening Time Periods and Waiving Various Requirements for Conducting a Mailed-Ballot Election” (the “Waiver and Consent”) by which the time limits and related requirements respecting preparation and distribution of election materials are waived, a copy of which is attached hereto as Exhibit B. The Commission hereby finds that the rights, procedures and time periods therein waived are solely for the protection of the qualified electors and may be waived by the qualified electors under Sections 53326(a) and 53327(b) of the Act and under other provisions of law dealing with waiver generally, and that the Waiver and Consent constitutes a full and knowing waiver, by any qualified elector who has executed the form, of those rights, procedures and time periods.

**Section 5.** The Commission further finds and determines, based on a Certificate Re Waivers, provided this date by the Assistant to the Secretary, that each Landowner, or an authorized representative of each Landowner, has filed with the Secretary a properly executed Waiver and Consent. The Commission therefore is establishing the procedures and time periods for this special mailed-ballot election without regard to statutory schedules.

**Section 6.** Pursuant to Sections 53326 and 53351 of the Act, the Commission hereby calls an election, to be held and conducted forthwith upon adoption of this Resolution, and sets July 7, 2016, as the election date. Pursuant to Section 53326 of the Act, the election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver and Consent forms on file with the Secretary and shall therefore be permitted. Bond Counsel is directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed pursuant to a Waiver and Consent, to the Landowner's authorized representative.

**Section 7.** The proposition to be submitted to the qualified electors of the Improvement Area shall be as set forth in the form of special election ballot attached hereto as Exhibit A.

**Section 8.** The Secretary is hereby designated as the official to conduct the special mailed-ballot election pursuant to the Act and California Elections Code Sections 307 and 320 and the following provisions:

(a) The special election shall be held and conducted, and the votes canvassed and the returns made, and the results determined, as provided herein; and in all particulars not prescribed by this Resolution the special election shall be held and conducted and the votes received and canvassed in the manner provided by law for the holding of special elections consistent with the Act.

(b) All Landowners within the Improvement Area as of the close of the Public Hearing shall be qualified to vote upon the proposition to be submitted at the special election.

(c) The special election shall be conducted as a mailed-ballot election, in accordance with the provisions of the Act and the proceedings of the Commission, and there shall be no polling places for the special election. All ballots shall be delivered or mailed by Bond Counsel to the Landowners, and all voted ballots are required to be received by the Secretary not later than 2:00 o'clock P.M. on the day of the election in order to be counted. However, if at any time the Secretary determines that all votes have been cast, the Secretary shall immediately declare the election closed.

(d) Each voter desiring to vote in favor of the proposition to be submitted at the special election shall mark a cross (x) or similar mark in the blank space opposite the word "YES" on the ballot to the right of the proposition; and each voter desiring to vote against the proposition shall mark a cross (x) or similar mark in

the blank space opposite the word “NO” on the ballot to the right of the proposition. The cross (x) or similar mark may be marked with either pen or pencil.

(e) The Secretary shall commence the canvass of the returns of the special election, and report the returns to the Commission no later than the Commission meeting of July 7, 2016.

(f) The Commission may thereupon declare the results of the special election, and shall cause to be spread upon its minutes a statement of the results of the special election as ascertained by the canvass.

**Section 9.** This Resolution shall take effect immediately upon its passage.



**PASSED AND ADOPTED** by the California Statewide Communities Development Authority this 7th day of July, 2016.

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 July 7, 2016.

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

Authorized Signatory  
California Statewide Communities  
Development Authority

**EXHIBIT A**

**FORM OF SPECIAL ELECTION BALLOT**

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
COMMUNITY FACILITIES DISTRICT NO. 2016-02,  
IMPROVEMENT AREA NO. 2 (DELTA COVES)  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

**SPECIAL ELECTION BALLOT**

(Mailed-Ballot Election)

This ballot is for the use of the authorized representative of the following owner of land within the California Statewide Communities Development Authority Community Facilities District No. 2016-02, Improvement Area No. 2 (Delta Coves), County of Contra Costa, State of California (the "Community Facilities District"):

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
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According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the Commission (the "Commission") of the California Statewide Communities Development Authority (the "CSCDA"), the above-named Landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by the Landowner.

In order to be counted, this ballot must be executed and certified below and be returned, by mail or in person, to the CSCDA Secretary, c/o Patricia Eichar, Esq., Orrick, Herrington & Sutcliffe LLP, 1120 NW Couch St., Suite 200, Portland, OR 97209, prior to 9:00 a.m. on Thursday, June 30, 2016.

Mailing by that time will not be sufficient. This ballot must be received by the time stated in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT.

BALLOT MEASURE

Shall the Commission (the "Commission") of the California Statewide Communities Development Authority, by and through its Community Facilities District No. 2016-02, Improvement Area No. 2 (Delta Coves), County of Contra Costa, State of California (the "District"), be authorized to annually levy a special tax within Improvement Area No. 2 of the District to finance the acquisition and construction of certain public capital improvements (including improvements financed with development impact fees, the "Improvements"), certain development impact fees, and

MARK "YES" OR "NO"  
WITH AN "X":

YES

\_\_\_\_\_

certain services, and be authorized to incur debt in the principal amount of not to exceed seven million dollars (\$7,000,000) to pay for the Improvements, including the payment, using the proceeds of the special tax collections, of principal of and interest on the debt and including the repayment of funds advanced for the authorized purposes of Improvement Area No. 2 of the Community Facilities District all as described in the Commission's Resolution of Formation and in the Commission's Resolution Deeming it Necessary to Incur Bonded Indebtedness, both adopted July 7, 2016; and shall the fiscal year 2016-17 appropriations limit for Improvement Area No. 2 of the District be established in the amount of six hundred thousand dollars (\$600,000)?

NO

\_\_\_\_\_

Certification for Special Election Ballot

The undersigned declares under penalty of perjury under the laws of the State of California that such person is the authorized representatives of the above-named Landowner and is legally authorized and entitled to cast this ballot on behalf of the above-named Landowner and to bind the Landowner thereby, and that this ballot is signed by the undersigned as of the date set forth below.

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

[PROPERTY OWNER],  
a [DESCRIPTION]

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

Name: \_\_\_\_\_

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

[SIGNATURE TO BE NOTARIZED]

## **EXHIBIT B**

### **FORM OF WAIVER AND CONSENT**

#### **WAIVER AND CONSENT SHORTENING TIME PERIODS AND WAIVING VARIOUS REQUIREMENTS FOR CONDUCTING A MAILED-BALLOT ELECTION**

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
COMMUNITY FACILITIES DISTRICT NO. 2016-02,  
IMPROVEMENT AREA NO. 2 (DELTA COVES)  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

[PROPERTY OWNER] (the "Owner") is the owner of the real property listed by Assessor's Parcel Number ("APN") on Exhibit 1 attached hereto (the "Property"), which is within the California Statewide Communities Development Authority Community Facilities District No. 2016-02, Improvement Area No. 2 (Delta Coves), County of Contra Costa, State of California ("Improvement Area No. 2").

The Owner understands that a special mailed-ballot, landowner election will be held to determine whether the authority to levy an annual special tax on property within Improvement Area No. 2, including the above-numbered parcels, to the acquisition and construction of certain public capital improvements, certain development impact fees, and certain services, and to incur indebtedness to be secured and repaid by the special tax, and to establish an appropriations limit for Improvement Area No. 2, all as set forth in two resolutions related to Improvement Area No. 2 to be considered by the Commission of the California Statewide Communities Development Authority on July 7, 2016 (the Resolution of Formation and the Resolution Deeming it Necessary to Incur Bonded Indebtedness), will be conferred upon that Commission.

The Owner requests that the election be conducted at the earliest possible date.

The Owner is the entity legally entitled and authorized to cast the ballot attributable to the above-referenced parcels in the landowner, mailed-ballot election.

The Owner hereby waives any and all minimum time periods relative to the election pursuant to Government Code Section 53326(a).

The Owner hereby waives the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b).

The Owner hereby waives the requirement to publish notice of the election under Government Code Section 53352.

The Owner hereby waives the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees that either mailed service or personal service of the ballot will be sufficient.

The Owner hereby waives the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5.

The Owner hereby waives any and all defects in notice or procedure in the conduct of the election, whether known or unknown (except the right to vote and to have the ballots fairly counted), and states that the election is being expedited, pursuant to this Waiver and Consent, at the particular instance and request of the Owner.

The Owner hereby consents to the levy and collection of the special tax on the above-referenced parcels in accordance with the rate and method of apportionment attached as an exhibit to the Resolution of Formation of Improvement Area No. 2 and hereby waives any and all rights to challenge the inclusion of the above-referenced parcels in Improvement Area No. 2.

Finally, the Owner will execute the ballot and cast the votes assigned to the above-listed property.

The undersigned declares under penalty of perjury under the laws of the State of California that such person is properly authorized to execute this Waiver and Consent and to bind the Owner thereby, and that the statements contained herein are true and correct and that this Waiver and Consent is signed by the undersigned as of the date set forth below.

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

[PROPERTY OWNER],  
a [DESCRIPTION]

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

Name: \_\_\_\_\_

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

[SIGNATURE TO BE NOTARIZED]

## **ATTACHMENT D**

### **RESOLUTION NO. 16SCIP-9**

#### **CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

**RESOLUTION DECLARING RESULTS OF SPECIAL MAILED-BALLOT ELECTION WITHIN IMPROVEMENT AREA NO. 1 OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-02 (DELTA COVES), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) has 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”), to form its California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California (the “Community Facilities District”), to designate Improvement Area No. 1 (the “Improvement Area”) therein, to authorize a special tax to finance certain development impact fees (the “Fees”) and the acquisition construction of certain facilities (collectively, the “Improvements”), to authorize the issuance of debt to finance the Fees and Improvements, and to establish the appropriations limit for the Improvement Area, all as set forth in the Commission’s Resolution No. 16SCIP-6 (Resolution of Formation) and Resolution No. 16SCIP-7 (Resolution Deeming it Necessary to Incur Bonded Indebtedness), both adopted on July 7, 2016 (collectively, the “Formation Resolutions”); and

WHEREAS, in order to confer upon the Commission the authority contained in the Formation Resolutions, a two-thirds approving vote by the qualified electors within the Improvement Area of the Community Facilities District is required; and

WHEREAS, a special, mailed-ballot election has been conducted pursuant to the Commission’s Resolution No. 16SCIP-8 (Resolution Calling Special Election), adopted July 7, 2016, to which reference is made for further particulars; and

WHEREAS, a Certificate of Bond Counsel re: Preparation and Distribution of Ballots has been filed with the Secretary of the Authority (the “Secretary”); and

WHEREAS, the Assistant to the Secretary (the “Assistant to the Secretary”) has filed with the Commission a Certificate re: Receipt of Executed Ballots and Declaring Election Results (the “Certificate of Election Results”), dated July 7, 2016, and indicating that all ballots cast in the special, mailed-ballot election were cast in favor of the ballot proposition; and

WHEREAS, the Commission has received, reviewed and hereby accepts the Certificate of Election Results; 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 finds and determines and declares that the ballot measure submitted to the qualified electors of the Improvement Area of the Community Facilities District has been passed and approved by those qualified electors in accordance with Sections 53328(a) and 53355 of the Act.

**Section 3.** The Commission hereby authorizes and directs Bond Counsel to cause a Notice of Special Tax Lien to be prepared and to be recorded with the County Recorder of the County of Contra Costa in accordance with the provisions of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Act. The Notice of Special Tax Lien shall be recorded in the County Recorder's office within fifteen days of today's date.

**Section 4.** This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the California Statewide Communities Development Authority this 7th day of July, 2016.

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 July 7, 2016.

By: \_\_\_\_\_  
Authorized Signatory  
California Statewide Communities  
Development Authority



RESOLUTION NO. 16SCIP-12

CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY

RESOLUTION DECLARING RESULTS OF SPECIAL MAILED-BALLOT ELECTION WITHIN IMPROVEMENT AREA NO. 2 OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-02 (DELTA COVES), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) has 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”), to form its California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California (the “Community Facilities District”), to designate Improvement Area No. 2 (the “Improvement Area”) therein, to authorize a special tax to finance certain development impact fees (the “Fees”) and the acquisition construction of certain facilities (collectively, the “Improvements”), to authorize the issuance of debt to finance the Fees and Improvements, and to establish the appropriations limit for the Improvement Area, all as set forth in the Commission’s Resolution No. 16SCIP-6 (Resolution of Formation) and Resolution No. 16SCIP-10 (Resolution Deeming it Necessary to Incur Bonded Indebtedness), both adopted on July 7, 2016 (collectively, the “Formation Resolutions”); and

WHEREAS, in order to confer upon the Commission the authority contained in the Formation Resolutions, a two-thirds approving vote by the qualified electors within the Improvement Area of the Community Facilities District is required; and

WHEREAS, a special, mailed-ballot election has been conducted pursuant to the Commission’s Resolution No. 16SCIP-11 (Resolution Calling Special Election), adopted July 7, 2016, to which reference is made for further particulars; and

WHEREAS, a Certificate of Bond Counsel re: Preparation and Distribution of Ballots has been filed with the Secretary of the Authority (the “Secretary”); and

WHEREAS, the Assistant to the Secretary (the “Assistant to the Secretary”) has filed with the Commission a Certificate re: Receipt of Executed Ballots and Declaring Election Results (the “Certificate of Election Results”), dated July 7, 2016, and indicating that all ballots cast in the special, mailed-ballot election were cast in favor of the ballot proposition; and

WHEREAS, the Commission has received, reviewed and hereby accepts the Certificate of Election Results; 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 finds and determines and declares that the ballot measure submitted to the qualified electors of the Improvement Area of the Community Facilities District has been passed and approved by those qualified electors in accordance with Sections 53328(a) and 53355 of the Act.

**Section 3.** The Commission hereby authorizes and directs Bond Counsel to cause a Notice of Special Tax Lien to be prepared and to be recorded with the County Recorder of the County of Contra Costa in accordance with the provisions of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Act. The Notice of Special Tax Lien shall be recorded in the County Recorder's office within fifteen days of today's date.

**Section 4.** This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the California Statewide Communities Development Authority this 7th day of July, 2016.

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 July 7, 2016.

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

Authorized Signatory  
California Statewide Communities  
Development Authority

**ATTACHMENT E**

**ORDINANCE NO. 16ORD-1**

**CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY**

**ORDINANCE LEVYING A SPECIAL TAX FOR FISCAL YEAR 2016-2017  
AND FOLLOWING FISCAL YEARS SOLELY WITHIN AND RELATING TO  
IMPROVEMENT AREA NO. 1 OF THE CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES  
DISTRICT NO. 2016-02 (DELTA COVES), COUNTY OF CONTRA COSTA, STATE  
OF CALIFORNIA**

BE IT ENACTED BY THE COMMISSION OF THE CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT AUTHORITY:

**SECTION 1.** Pursuant to California Government Code Sections 53316 and 53340, and in accordance with the Rate and Method of Apportionment (the “RMA”), as set forth in Exhibit E-1 of Resolution No. 16SCIP-4 (the “Resolution of Intention”) adopted June 2, 2016, as incorporated into Resolution No. 16SCIP-6 (the “Resolution of Formation”) adopted July 7, 2016, with respect to the California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California (the “Community Facilities District”) including Improvement Area No. 1 therein (the “Improvement Area”), a special tax is hereby levied on all taxable parcels within the Improvement Area for the 2016-2017 fiscal year and for all subsequent fiscal years in the amount determined by the Community Facilities District in accordance with the RMA, until collection of the Special Tax by the Commission ceases and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Act, provided that this amount may in any fiscal year be levied at a lesser amount by resolution of the Commission.

**SECTION 2.** The Authority’s special tax consultant, currently David Taussig & Associates, Inc., 5000 Birch Street, Suite 6000, Newport Beach, California 92660, telephone (949) 955-1500, is authorized and directed, with the aid of the appropriate officers and agents of the Authority, to determine each year, without further action of the Commission, the appropriate amount of the Special Tax (pursuant to, and as that term is defined in, the Resolution of Formation) to be levied for the Improvement Area, to prepare the annual Special Tax roll in accordance with the RMA, and to present the roll to the Commission for consideration.

SECTION 3. Upon approval by the Commission, whether as submitted or as modified by the Commission, the special tax consultant is authorized and directed, without further action of the Commission, to provide all necessary and appropriate information to the Contra Costa County Auditor in proper form, and in proper time, necessary to effect the correct and timely billing and collection of the Special Tax on the secured property tax roll of the County; provided, that as stated in the Resolution of Formation and in Section 53340 of the California Government Code, the Commission has reserved the right to utilize any method of collecting the Special Tax which it shall, from time to time, determine to be in the best interests of the Authority, including but not limited to, direct billing by the Authority to the property owners, supplemental billing and, under the circumstances provided by law, judicial foreclosure, all or any of which the Commission may implement in its discretion by resolution.

SECTION 4. The appropriate officers and agents of the Authority are authorized to make adjustments to the Special Tax roll prior to the final posting of the Special Tax to the Contra Costa County tax roll each fiscal year, as may be necessary to achieve a correct match of the Special Tax levy with the assessor's parcel numbers finally utilized by the Contra Costa County Auditor in sending out property tax bills.

SECTION 5. The Authority agrees that, in the event the Special Tax is collected on the secured tax roll of Contra Costa County, the County may charge its reasonable and agreed charges for collecting the Special Tax as allowed by law, prior to remitting the Special Tax collections to the Authority.

SECTION 6. Taxpayers claiming that the amount of the Special Tax on their property is not correct are referred to Section F of the RMA for the proper claims procedure.

SECTION 7. If for any cause any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this Ordinance, and the application of the Special Tax to all other parcels, shall not be affected.

SECTION 8. This Ordinance shall take effect and be in force thirty (30) days after its final passage; and before the expiration of fifteen (15) days after its passage the same shall be published, with the names of the members voting for and against the same, at least once in a newspaper of general circulation published and circulated in the area of the Community Facilities District.

\* \* \*

I, the undersigned, the duly appointed and qualified representative of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing ordinance was first read at a regular meeting of the Commission on July 7, 2016, and was duly passed and adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on July 21, 2016.

AYES: [FILL IN NAMES]

NOES: 0

ABSENT: 0

By: \_\_\_\_\_/s/  
Authorized Signatory  
California Statewide Communities  
Development Authority

**ORDINANCE NO. 16ORD-2**

**CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY**

**ORDINANCE LEVYING A SPECIAL TAX FOR FISCAL YEAR 2016-2017  
AND FOLLOWING FISCAL YEARS SOLELY WITHIN AND RELATING TO  
IMPROVEMENT AREA NO. 2 OF THE CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES  
DISTRICT NO. 2016-02 (DELTA COVES), COUNTY OF CONTRA COSTA, STATE  
OF CALIFORNIA**

BE IT ENACTED BY THE COMMISSION OF THE CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT AUTHORITY:

**SECTION 1.** Pursuant to California Government Code Sections 53316 and 53340, and in accordance with the Rate and Method of Apportionment (the "RMA"), as set forth in Exhibit E-2 of Resolution No. 16SCIP-4 (the "Resolution of Intention") adopted June 2, 2016, as incorporated into Resolution No. 16SCIP-6 (the "Resolution of Formation") adopted July 7, 2016, with respect to the California Statewide Communities Development Authority Community Facilities District No. 2016-02 (Delta Coves), County of Contra Costa, State of California (the "Community Facilities District") including Improvement Area No. 2 therein (the "Improvement Area"), a special tax is hereby levied on all taxable parcels within the Improvement Area for the 2016-2017 fiscal year and for all subsequent fiscal years in the amount determined by the Community Facilities District in accordance with the RMA, until collection of the Special Tax by the Commission ceases and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Act, provided that this amount may in any fiscal year be levied at a lesser amount by resolution of the Commission.

**SECTION 2.** The Authority's special tax consultant, currently David Taussig & Associates, Inc., 5000 Birch Street, Suite 6000, Newport Beach, California 92660, telephone (949) 955-1500, is authorized and directed, with the aid of the appropriate officers and agents of the Authority, to determine each year, without further action of the Commission, the appropriate amount of the Special Tax (pursuant to, and as that term is defined in, the Resolution of Formation) to be levied for the Improvement Area, to prepare the annual Special Tax roll in accordance with the RMA, and to present the roll to the Commission for consideration.

**SECTION 3.** Upon approval by the Commission, whether as submitted or as modified by the Commission, the special tax consultant is authorized and directed, without further action of the Commission, to provide all necessary and appropriate information to the Contra Costa County Auditor in proper form, and in proper time, necessary to effect the correct and timely billing and collection of the Special Tax on the secured property tax roll of the County; provided, that as stated in the Resolution of Formation and in Section 53340 of the California Government Code, the Commission has reserved the right to utilize any method of collecting the Special Tax which it shall, from time to time, determine to be in the best interests of the Authority, including

but not limited to, direct billing by the Authority to the property owners, supplemental billing and, under the circumstances provided by law, judicial foreclosure, all or any of which the Commission may implement in its discretion by resolution.

SECTION 4. The appropriate officers and agents of the Authority are authorized to make adjustments to the Special Tax roll prior to the final posting of the Special Tax to the Contra Costa County tax roll each fiscal year, as may be necessary to achieve a correct match of the Special Tax levy with the assessor's parcel numbers finally utilized by the Contra Costa County Auditor in sending out property tax bills.

SECTION 5. The Authority agrees that, in the event the Special Tax is collected on the secured tax roll of Contra Costa County, the County may charge its reasonable and agreed charges for collecting the Special Tax as allowed by law, prior to remitting the Special Tax collections to the Authority.

SECTION 6. Taxpayers claiming that the amount of the Special Tax on their property is not correct are referred to Section F of the RMA for the proper claims procedure.

SECTION 7. If for any cause any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this Ordinance, and the application of the Special Tax to all other parcels, shall not be affected.

SECTION 8. This Ordinance shall take effect and be in force thirty (30) days after its final passage; and before the expiration of fifteen (15) days after its passage the same shall be published, with the names of the members voting for and against the same, at least once in a newspaper of general circulation published and circulated in the area of the Community Facilities District.

\* \* \*

I, the undersigned, the duly appointed and qualified representative of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing ordinance was first read at a regular meeting of the Commission on July 7, 2016, and was duly passed and adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on July 21, 2016.

AYES: [FILL IN NAMES]

NOES: 0

ABSENT: 0

By: \_\_\_\_\_/s/  
Authorized Signatory  
California Statewide Communities  
Development Authority





## **Agenda Item No. 7**

### **Agenda Report**

**DATE:** July 7, 2016

**TO:** CSCDA COMMISSIONERS

**FROM:** James Hamill, Managing Director

**PURPOSE:** Consideration of resolution ordering the levy and collection of charges for Statewide Community Infrastructure Program (SCIP) 2010-1 in the County of Stanislaus

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#### **EXECUTIVE SUMMARY:**

In 2010, CSCDA issued SCIP bonds in the City of Turlock, County of Stanislaus for a hotel project. In order to collect the charges associated with the levy, the County of Stanislaus is requesting that the attached resolution be adopted by the CSCDA Commission.

CSCDA's Special Tax Administrator, Willdan, and CSCDA staff have reviewed and confirmed the representations are correct.

#### **RECOMMENDED ACTION:**

CSCDA staff recommend adopting the resolution ordering the levy and collection of charges for Statewide Community Infrastructure Program (SCIP) 2010-1 in the County of Stanislaus.

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**  
**STATEWIDE COMMUNITIES INFRASTRUCTURE PROGRAM (SCIP) AD 10-01**  
**(STANISLAUS)**  
**FY 2016-2017 and Subsequent Years**  
**RESOLUTION NO. 16-\_\_\_\_\_**

A RESOLUTION ORDERING THE LEVY AND COLLECTION OF CHARGES WITHIN California Statewide Communities Development Authority.

The California Statewide Communities Development Authority (hereinafter “CSCDA”) of Sacramento, California does resolve as follows:

**WHEREAS**, the CSCDA has by previous resolutions or other proceedings declared its intent to levy direct assessments for the purpose of financing of certain public capital improvements and of certain development impact fees under the provisions of the Municipal Improvement Act of 1913 (Division 12, commencing with section 10000 of the Streets and Highways Code of the State of California (the “1913 Act”).

**WHEREAS**, the direct assessments against the real property are not levied with regard to property values but rather based on Bonds sold and the original lien placed on the parcel at formation of the District.

**WHEREAS**, the CSCDA has determined and certifies that the direct assessments are either exempt from or in compliance with all the provisions of Proposition 218, which was passed by the voters in November 1996. The CSCDA has further determined the direct assessments are in compliance with all laws pertaining to the levy of such assessments.

**NOW, THEREFORE, BE IT RESOLVED** that CSCDA so orders the levy and collection of such direct assessments within CSCDA, SCIP 10-01 (Stanislaus) for the 2016/17 fiscal year, and in each subsequent fiscal year in which the direct assessments may validly be levied; that a certified copy of this resolution and attached documentation shall be delivered to the Auditor-Controller of the County of Stanislaus for placement of such direct assessments on the 2016/17 County Tax Roll, and in each subsequent fiscal year in which the direct assessments may validly be levied.

The foregoing resolution was introduced at a regular meeting of the CSCDA Board Meeting held on the day of June 16, 2016, by (Title and name of person making motion to adopt this resolution), who moved its adoption, which motion being duly seconded by (title and name of person seconding the motion), was upon roll call carried and the resolution adopted by the following votes:

AYES: (title of members:) (names of members voting for the motion)

NOES: (title of members:) (names of members voting against the motion)

ABSENT: (title of members:) (names of members absent or abstaining from the motion)

ATTEST: \_\_\_\_\_  
(signature of clerk/secretary of your agency)  
(Name and title of signee)



## **Agenda Item No. 8**

### **Agenda Report**

**DATE:** July 7, 2016

**TO:** CSCDA COMMISSIONERS

**FROM:** James Hamill, Managing Director

**PURPOSE:** Consideration of Agreement with Spruce Finance for Services as an Administrator for CSCDA Open PACE Program

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#### **EXECUTIVE SUMMARY:**

On January 21, 2016 CSCDA approved Spruce Finance (Spruce) as a program administrator under the Open PACE Program.

Attached is a copy of the proposed agreement between Spruce and CSCDA for program administration services.

The contract has been reviewed and approved by CSCDA General Counsel, Richards, Watson & Gershon.

#### **RECOMMENDED ACTION:**

CSCDA's staff recommends approval of the Spruce Finance 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 as of July 1, 2016 (“Effective Date”) and is between the California Statewide Communities Development Authority, a California joint powers authority (the “Authority” or “CSCDA”) and Spruce PACE, LLC, a Delaware limited liability company (“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:

#### 1. Term of Agreement.

The term of this Agreement shall be from the Effective Date through June 30, 2019, unless sooner terminated as provided in Section 15 of this Agreement.

The Parties may, upon mutual, written agreement, extend the contract for two additional one year terms.

#### 2. 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 to the Services or changes in compensation must be mutually agreed by the parties, and any such changes 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. On or before August 1, 2016, CSCDA shall provide Administrator with wiring instructions and within five (5) business days thereof Administrator shall pay to CSCDA \$30,000 which represents the Administrator's share of the actual and reasonable costs associated with the Program's validation proceedings paid by prior existing administrators for the Program.

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"). CSCDA shall deliver such written designation to Administrator upon Administrator's written request. For the purposes of this Agreement, the Administrator Representative shall be any of the following: Ryan Donovan, Managing Director; James Vergara, Director (each, an "Administrator Representative"). The Administrator Representative shall directly manage Administrator's services under this Agreement. CSCDA shall promptly notify Administrator in writing if the CSCDA Representative is replaced. Administrator shall promptly notify CSCDA in writing if the Administrator Representative is replaced

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. The services shall be performed by Administrator or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Administrator shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance the Services. The Administrator shall at all times observe and comply with all such 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. Exclusivity. Administrator shall not, without the prior written consent of CSCDA, enter into an agreement for services to administer a property assessed clean energy program with another joint powers authority or governmental agency that directly competes with the Program.

H. 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 the Services.

I. Green Attributes. Property owners or third party ownership leasing firms or similarly situated investors or system owners shall retain rights to any Federal Investment Tax Credit or State Incentives or Rebates related to renewable energy projects and any 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”).

### 3. Compensation.

A. Compensation. As full compensation for Administrator’s providing the Services, 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.

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.

### 4. Audit of Records.

Administrator shall make all records, invoices, time cards, cost control sheets and other records maintained by Administrator in connection with the Services (the “Administrator’s Records”) for review and audit by CSCDA during Administrator’s regular working hours upon reasonable (but not less than two (2) business days’) notice to Administrator.

5. 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.

**6. Independent Contractor.**

A. Administrator is, and shall at all times remain as to CSCDA, a wholly independent contractor. The personnel performing the Services 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.

**7. Confidentiality.** Each Party agrees to establish such systems and procedures as may be reasonable to maintain the confidentiality of non-public information relating to CSCDA and the Program which may be obtained by the other 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, (ii) to governmental or regulatory authorities having jurisdiction over the Administrator (iii) to its legal counsel and auditors, (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 Administrator prior to the date such information is made available to such Party from the other Party, (vi) to its affiliates and its and their existing and future investors and funding sources and to the relevant rating agencies, and (vii) to its subcontractors, provided that such subcontractor has agreed to maintain the confidentiality of such information in accordance with this Section 7.

**8. 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.

## **9. Indemnification.**

A. Indemnities for Third Party Claims. Administrator shall defend, indemnify, and hold harmless CSCDA, its officers, commissioners, employees, representatives, attorneys 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 any of the following:

1) Transactions contemplated by this Agreement, 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”);

2) Negligence of Administrator or any of its licensees, agents, affiliates, contractors, vendors, servants, employees, owners, directors, representatives or consultants, including without limitation 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 to 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;

3) 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;

4) The refinancing, reissuance, defeasance, redemption or prepayment, in whole or in part, of any Covered Financing; and

5) 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 bond or other financing (“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.

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 approved by Administrator, and shall assume the payment of all 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 reasonable judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the 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 B.

C. Subcontractors. Administrator shall obtain executed indemnity agreements with provisions identical 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. 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 Covered Losses 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 to the extent such Covered Losses arise 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.

D. 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.

E. 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.

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

## **10. 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:

1) 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). 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.

2) 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.

3) 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.

4) 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.

## **11. Mutual Cooperation.**

A. CSCDA's Cooperation. CSCDA shall provide Administrator with all pertinent data, documents and other requested information as is reasonably available for Administrator's proper performance of the services required under this Agreement. In the event any claim or action is brought against the Administrator relating to this Agreement, CSCDA shall render any reasonable assistance that Administrator requires.

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.

**12. 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. CSCDA expressly acknowledges and agrees that any and all computer software and all source code thereof, developed by Administrator ("Proprietary Software") in performing the Services,

including all intellectual property rights contained therein, is property of Administrator or its licensors.

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. CSCDA shall have no trademarks, copyrights or other intellectual property rights with respect to the Administrator’s or any of its affiliates name or related marketing materials.

**13. 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, without charge, provide CSCDA with access to such records for review and audit by CSCDA upon reasonable (but not less than two (2) business days’) notice to Administrator during normal business hours. CSCDA may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

**14. 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.

**15. 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 thirty (30) 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 sixty (60) 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, provided however that notwithstanding the foregoing, Administrator shall have the right to process and fund any applications that are submitted to Administrator prior to the effectiveness of the termination.

**16. Force Majeure.** Administrator shall not be liable for any failure to perform its obligations under this Agreement if Administrator presents reasonable evidence 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.

**17. 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, Suite 101  
Sacramento, CA 95814  
Attention: Executive Director

If to Administrator:  
c/o Spruce Finance Inc.  
201 Mission Street, 11<sup>th</sup> Floor  
San Francisco, CA 94105  
Attn: Notices

**18. 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.

**19. 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. .

**20. 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 that Administrator may assign this Agreement and any rights or duties hereunder to any of its-Affiliates. "Affiliate" shall mean an entity which controls, is controlled by, or is under common control with the Administrator. 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.

**21. 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.

**22. 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.

**23. Waiver.** No delay or omission to exercise any right, power or remedy accruing to CSCDA under this Agreement shall impair any right, power or remedy of CSCDA, 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.

**24. 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.

**25. 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.

**26. 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; and (c) non-monetary changes in the scope of work.

**27. 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.

**28. 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.

**29. 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.

**29. 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 within the geographic jurisdiction of CSCDA.

**30. Attorneys’ Fees.** In any litigation or other proceeding by which one 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 reasonable costs and expenses, to resolve the dispute and to enforce the final judgment.

**31. 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.

**32. 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:

Administrator:

CSCDA,  
a California joint powers authority

Spruce PACE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Catherine Bando  
Executive Director

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

APPROVED AS TO FORM:

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

## **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 or otherwise procure 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 31<sup>st</sup> and March 31<sup>st</sup> 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 will be paid a Fee computed as the amount of charges that the Administrator imposes on a property owner for each assessment contract that is funded, less an amount paid to the Authority based on the following schedule (expressed as a percentage of the project costs financed by the assessment contract):

Residential PACE: 0.875% at the issuance of the Bond*
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. 10**

### **Agenda Report**

**DATE:** July 7, 2016

**TO:** CSCDA COMMISSIONERS

**FROM:** James Hamill, Managing Director

**PURPOSE:** Consideration of amendment to Renew Financial agreement for services to CaliforniaFIRST PACE program.

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#### **EXECUTIVE SUMMARY:**

On March 20, 2014, CSCDA entered into a contract for services with Renew Financial to administer the CaliforniaFIRST PACE program. As part of that contract, Renew Financial has the right to acquire or place any bonds originated under the CaliforniaFIRST Program. On November 19, 2015, the CSCDA Commission approved an assignment mechanism for PACE financings which would later be taken out by a bond issue. In order to clarify this structure, Renew Financial has requested to amend its current contract to clarify that the right to acquire or place financings applies not only to bonds but also to assignments.

CSCDA's General Counsel, Richards, Watson & Gershon, as well as PACE counsel Jones, Hall, have reviewed and approved the amendment set forth as Attachment A.

#### **RECOMMENDED ACTION:**

CSCDA staff recommend approval of the amendment to Renew Financial agreement for services to CaliforniaFIRST PACE program to allow assignments to be acquired or placed by Renew Financial in addition to bonds.

## ATTACHMENT A

### AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES

This AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES (this "**Amendment**") is made and entered into as of June [ ], 2016, by and between California Statewide Community Development Authority ("**CSCDA**"), a California joint powers authority, and Renewable Funding LLC, a California limited liability company ("**Program Administrator**"). CSCDA and Program Administrator are each individually referred to herein as a "**Party**" and collectively as the "**Parties**."

#### RECITALS

WHEREAS, CSCDA and Program Administrator entered into that certain Agreement for Services, dated as of March 20, 2014 (the "**Agreement**"); and

WHEREAS, the Parties now wish to amend the Agreement, in order to enable Program Administrator to provide capital for purchasing assignments of rights under Assessment Contracts ("**Assigned Assessments**") in addition to providing capital for purchasing bonds.

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, CSCDA and Program Administrator hereby agree as follows:

#### AGREEMENT

Section 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

Section 2. Amendments to Agreement.

(a) Section 1.1 of the Agreement is hereby amended to add the following sentence at the end thereof:

"Assigned Assessment" means an assignment of rights under an Assessment Contract."

(b) The Agreement is hereby amended to delete the phrase "Improvement Bond" in each instance where it occurs, and to replace such phrase with "Improvement Bond or Assigned Assessment."

(c) Exhibit A of the Agreement is hereby amended to delete the word "bond" in each instance where it occurs, and to replace such word with "bond or assignment."

Section 3. No Other Amendments or Modifications. Except as specifically amended by this Amendment, all other provisions of the Agreement are hereby reaffirmed and remain in full force and effect as written. Any and all notices, requests, certificates and other

documents or instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the Agreement without making specific reference to this Amendment, but all such references shall be deemed to include this Amendment, unless the context shall otherwise require.

Section 4. Governing Law. This Amendment and the rights and obligations of the Parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California.

Section 5. Severability. The invalidity of one or more phrases, sentences, clauses or sections contained in this Amendment shall not affect the validity of the remaining portions of this Amendment so long as the material purposes of this Amendment can be determined and effectuated.

Section 6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same agreement.

*[signature pages follow]*



IN WITNESS WHEREOF, CSCDA and Program Administrator have caused this Amendment to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

California Statewide Community  
Development Authority

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

Name: \_\_\_\_\_

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

RENEWABLE FUNDING LLC,  
as Program Administrator

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

Name: \_\_\_\_\_

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