



A G E N D A

Wednesday, December 2, 2020

→ 9:00 a.m. ←

NOTE: NEW TIME!!!

**Placer County Transportation Planning Agency
299 Nevada Street, Auburn, CA 95603**

PUBLIC PARTICIPATION PROCEDURES

To protect public health and the safety of our Placer County citizens, Public Comment for this June 24, 2020 meeting will be offered through a remote call-in line or joining the web-based meeting. Public Comment will be opened for each agenda item in sequence. Be prepared to speak on the specific agenda item you wish to comment on when the Board Chair announces the item. Please see below for remote access to this meeting:

Remote access: <https://us02web.zoom.us/j/81417605148>

You can also dial in using your phone: +1 669 900 9128

Webinar ID: 814 1760 5148

- A. Flag Salute**
- B. Roll Call**
- C. Approval of Action Minutes: September 23, 2020** **Action**
Pg. 1
- D. Agenda Review**
- E. Public Comment**
- F. California Municipal Finance Authority Bond Opportunities for Land Development (BOLD) Program Authorization** **Action**
Pg. 4
Mike Luken
 - Approve Resolution to authorize execution and delivery of a Joint Community Facilities Agreement in Connection with the Program.
 - Discuss and designate a countywide non-profit entity or entities to be considered for contributions from the California Foundation for Stronger Communities, a California non-profit public benefit corporation.

- | | | |
|-----------|--|-------------------------|
| G. | Placer Parkway Phase 1 Reimbursement Agreement
<i>Mike Luken</i> <ul style="list-style-type: none">• Authorizing the Executive Director to execute the Placer Parkway Phase 1 Reimbursement Agreement on behalf of SPRTA, enabling Placer County to advance fund and construct the first phase of Placer Parkway from State Route 65 to Foothills Boulevard. | Action
Pg. 14 |
| H. | Executive Director's Report | Info |
| I. | Board Direction to Staff | |
| J. | Informational Items <ol style="list-style-type: none">1. TAC Minutes – November 17, 2020 | Info
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Next regularly scheduled SPRTA Board Meeting
January 27, 2021



ACTION MINUTES September 23, 2020

A regular meeting of the South Placer Regional Transportation Authority Board convened on Wednesday, September 23, 2020, at 10:45 a.m. This meeting was conducted remotely under Executive Order N-29-20.

BOARD IN

ATTENDANCE:

John Allard, Chair
Ken Broadway
Paul Joiner
Kirk Uhler

STAFF:

Aaron Hoyt
Mike Luken
David Melko
Luke McNeel-Caird
Solvi Sabol

Chair Allard explained the meeting procedures to the Board and public as it relates to participating by means of a teleconference under Governor Newsom's March 12, 2020 Executive Order N-25-20.

APPROVAL OF MINUTES

Upon motion by Uhler and second by Broadway, the minutes of August 26, 2020 were unanimously approved by the following roll call vote:

AYES: Allard, Broadway, Joiner, Uhler

NOES: None

ABSTAIN: None

AGENDA REVIEW

The agenda as presented was accepted.

CONSENT CALENDAR

1. 2020 Conflict of Interest Code Amendment: Amend and adopt the updated Conflict of Interest Code

Upon motion by Broadway and second by Joiner, the PCTPA Consent items were approved by the following roll call vote:

AYES: Allard, Broadway, Joiner, Uhler

NOES/ABSTAIN: None

**PUBLIC HEARING: PLACER COUNTY CONSERVATION PROGRAM (PCCP)
ADOPTION AND JOINT FINAL ENVIRONMENTAL IMPACT REPORT (EIR) /
ENVIRONMENTAL IMPACT STATEMENT**

Presented by Luke McNeel-Caird, Deputy Executive Director

Luke McNeel-Caird, Deputy Executive Director, provided a slide detailing the PCCP area in unincorporated Placer County and the City of Lincoln. Luke acknowledged Greg McKenzie and Lauren Clark for their efforts in coordinating with SPRTA and moving this project forward. Additionally, Luke thanked Chris Beale of Resources Law Group. Luke explained as a responsible agency for this environmental document, the SPRTA Board is being asked to make findings of overriding considerations regarding the final EIR under CEQA and, as a separate action, adopt the PCCP.

Public comment was received from Michael Garabedian, Placer County Tomorrow.

Upon motion by Uhler and second by Broadway, the Board approved Resolution #20-09 to make responsible agency findings regarding the Final EIR (SCH#2005032050), Findings of Facts, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program prepared for the project in accordance with CEQA by the following roll call vote:

AYES: Allard, Broadway, Joiner, Uhler
NOES: None
ABSTAIN: None

Upon motion by Uhler and second by Broadway, the Board approved Resolution #20-10 to adopt the PCCP, including a joint Habitat Conservation Plan and Natural Community Conservation Plan and related Implementing Agreement, a County Aquatic Resources Program, and a Cultural Resources Management Plan by the following roll call vote:

AYES: Allard, Broadway, Joiner, Uhler
NOES: None
ABSTAIN: None

TIER II DEVELOPMENT FEE PROGRAM DEFERRAL UPDATE

Presented by Luke McNeel-Caird, Deputy Executive Director

Luke McNeel-Caird, Deputy Executive Director, explained that after discussions with member agencies and the Technical Advisory Committee, the Tier II fee program deferral is being continued. The deferral is scheduled to sunset in 2035.

Public comment was received from Michael Garabedian, Placer County Tomorrow.

APPROVE MASTER AGREEMENT WITH WSP TO UPDATE THE SPRTA TRAVEL DEMAND MODEL AND TIER I & II IMPACT FEE PROGRAM

Presented by Aaron Hoyt, Senior Transportation Planner.

Aaron introduced Sabrina Drago, Assistant Vice Present of the Sacramento Office, WSP and Donald Hubbard, Planning Manager, WSP. WSP provided an overview on their contract to update the SPRTA Travel Demand Model and Tier I and II Impact Fee Program.

Upon motion by Broadway and second by Joiner the Board authorized the Executive Director to negotiate and sign a Master Agreement and Letter of Task Agreement (LOTA) with WSP to prepare a comprehensive update of the SPRTA Travel Demand Model (TDM) and Tier I and II Regional Impact Fee Programs for a total cost not to exceed \$450,000 by the following roll call vote:

AYES: Allard, Broadway, Joiner, Uhler

NOES: None

ABSTAIN: None

EXECUTIVE DIRECTOR’S REPORT

Referring to the previous item, update of the SPRTA Travel Demand Model, Mike Luken explained that it will be critically important for member agencies to participate in the process. Mike added that depending on how the update goes, we may need to come back to the Board with a contract amendment.

Mike reported that as part of the settlement agreement with the Sierra Club, we will be completing a rail study between Roseville and Lincoln. This will be brought to the Board at a future meeting.

ADJOURN

There was a motion by Joiner and second by Uhler to adjourn the meeting. The SPRTA Board meeting concluded at approximately 11:25 a.m.

Michael W. Luken, Executive Director

John Allard, Chair



City of Lincoln • City of Rocklin • City of Roseville • Placer County

TO: SPRTA Board of Directors **DATE: December 2, 2020**

FROM: Michael Luken, Executive Director
Shirley LeBlanc, Fiscal/Administrative Officer

SUBJECT: CALIFORNIA MUNICIPAL FINANCE AUTHORITY BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM AUTHORIZATION

Action Requested

1. Approve Resolution #20-12 to authorize execution and delivery of a Joint Community Facilities Agreement in Connection with the Bond Opportunities for Land Development (BOLD) Program.
2. Discuss and pass a motion to designate a countywide non-profit entity or entities to be considered for contributions from the California Foundation for Stronger Communities, a California non-profit public benefit corporation.

Background

The California Municipal Finance Authority's (CMFA) Bond Opportunities for Land Development (BOLD) Program provides both developers and local public agencies to finance public infrastructure needed for new development using municipal bonds issued by the CMFA.

Staff has received requests from the Cities of Rocklin, Roseville, Lincoln, and the County of Placer, all currently members of CMFA's BOLD program, to include SPRTA's Tier 1 Regional Transportation and Air Quality Mitigation Fee in the BOLD program which provides developers with a financing mechanism for traffic impact fees. This participation would require SPRTA to take formal action to authorize participation in the BOLD program.

Discussion

The BOLD Program provides its members and other local agencies in California a means to accommodate Community Facilities District (CFD) formation and financing within their jurisdictions. Formation of each CFD, administration of each CFD and bonding is handled by CMFA.

Mello-Roos Districts. The Mello-Roos Community Facilities Act (Government Code 53311 et seq.), pursuant to which the CFDs would be formed and bonds would be issued, offers financing flexibility commonly used by cities, school districts and other local agencies throughout the state to generate funds for the payment of public facilities, including development fees for facilities. The BOLD Program offers developers the opportunity to finance public infrastructure, as well as impact fees associated with new development, through tax-exempt bonds payable from special taxes levied by CMFA on property within the CFD only. CFDs are a typical financing method for new home developments in California. As noted above, CMFA is responsible for forming and administering the CFD. Although CFDs would be located within SPRTA's jurisdiction, involvement of SPRTA is flexible and is expected to be minimal.

SPRTA Participation Generally. Bonds are issued through CMFA, with no involvement of SPRTA needed other than approving the use of the BOLD Program. The Mello-Roos Act requires each local agency receiving bond proceeds or special tax proceeds from a CFD to enter into a

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Joint Community Facilities Agreement (JCFA) with the agency forming the CFD, which in this case is CMFA. Prior to actual issuance of bonds, the Authority must enter into a JCFA regarding the fees to be paid for with the bond proceeds or to acquire the public facilities.

CMFA authorizes and issues the bonds in its name and awards its sale to the bond underwriter (Piper Sandler & Co.) per the underwriter's credit requirements; CMFA's financing team provides the bond documentation and the Official Statement through its legal counsel, Jones Hall. SPRTA is not liable to repay the bonds issued by CMFA or the special taxes imposed on the participating properties and has no contractual relationship with bond owners or the bond trustee.

Upon issuance of the bonds, the bond proceeds are a funding source for direct payment of impact or mitigation fees or to otherwise reimburse developer costs for public facilities associated with new development. Once the bond issuance occurs, bond proceeds are available to be disbursed pursuant to the JCFA between CMFA and SPRTA, the form of which is attached to the Resolution. The proceeds are held by a bond trustee or fiscal agent, and available to be disbursed as directed by SPRTA for use on public capital improvements.

Specifically, a representative of SPRTA must approve each developer application to finance SPRTA fees from the proceeds of bonds issued by CMFA through its BOLD program. Once CMFA issues the bonds, the bond proceeds are disbursed to the district to apply toward fees or for the district to reimburse the developer for fees already paid.

CMFA and its Non-Profit Foundation. Through its BOLD program the CMFA assists local governments, non-profit organizations, and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 300 municipalities have become members of CMFA.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for CMFA. Through its conduit issuance activities, CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. Over \$20 million has been given back to municipalities and worthy California 501c3 non-profits thanks to CMFA fee sharing.

Since its formation in 2004, CMFA has been the issuer of over 900 series of bonds totaling over \$20 Billion. Each time fees are financed through the BOLD program, CMFA will share a portion of its fee with the Foundation who will share a portion of the fee with SPRTA and make a contribution to the charity of SPRTA's choice. Staff recommends that the SPRTA board discuss countywide non-profits at this meeting and pass a motion designating these non-profits for SPRTA participation. As the SPRTA fee is multi-jurisdictional, staff recommends a countywide organization versus one that benefits only one jurisdiction. These funds are limited so staff further recommends selecting only one organization at this time. Staff will provide a list of agencies at the Board meeting for discussion.

CMFA Financing Team. The BOLD Program is facilitated through bond professionals chosen by CMFA with specialized expertise in CFD bond issuance and sales – bond counsel, underwriter and other advisors provided as needed, all ranked among the top firms in the field.

There is no fiscal impact for SPRTA's BOLD participation. Administration of the BOLD Program, bond offerings, and related CFD formation and ongoing administrative responsibilities are handled by the CFMA at no cost to SPRTA.

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SPRTA legal counsel, Sloan Sakai Yeung & Wong, has reviewed and approved as to form the attached resolution and Joint Community Facilities Agreement.

The SPRTA Technical Advisory Committee (TAC) concurs with the proposed authorization of the BOLD Program.

LM:ML:ss

EXHIBIT A

CMFA BOLD PROGRAM

Joint Community Facilities Agreement

This Joint Community Facilities Agreement (this "Agreement"), dated as of December 2, 2020, by and between the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint exercise of powers authority duly organized and existing under the Constitution and laws of the state of California (the "CMFA"), and South Placer Regional Transportation Authority, a joint powers agency duly organized and existing under the Constitution and laws of the state of California (the "Authority," and together with CMFA, the "Parties").

WITNESSETH:

WHEREAS, CMFA has conducted, or intends to conduct, proceedings under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 et seq.) (the "Act") to form community facilities districts (each, a "CFD") to finance certain public facilities and development impact fees used for public facilities authorized to be financed under the Act (together, the "CFD Improvements") as part of its Bond Opportunities for Land Development ("BOLD") program;

WHEREAS, the CFD Improvements have or will be described in the resolution of formation for each CFD, including the impact fees payable to the Authority for public facilities that are set forth on Exhibit A hereto (the "Authority Improvements");

WHEREAS, CMFA intends to utilize the proceeds of sale of special tax bonds of the CFDs (the "Bonds") to finance some or all of the CFD Improvements, including the Authority Improvements;

WHEREAS, under Section 53316.2 of the Act, CMFA may form a CFD to, among other things, finance the Authority Improvements, provided CMFA and the Authority enter into a joint community facilities agreement such as this Agreement; and

WHEREAS, the Authority is willing to cooperate with CMFA in accomplishing the financing of the Authority Improvements, and to confer upon the CMFA full power to provide financing for the Authority Improvements in the event that proceeds of special taxes and/or bonds in the CFD become available and are utilized for such purpose;

WHEREAS, this Agreement is made under the authority of Section 53316.2 of the Act; and

WHEREAS, in consideration for the mutual undertakings of the Parties stated herein, the Parties agree as follows:

AGREEMENT:

1. Administration of CFD and Issuance of Bonds by CMFA. CMFA shall administer each CFD, including employing and paying all consultants, annually levying the special tax and paying and administering the Bonds, and complying with all state and federal requirements appertaining to the proceedings establishing the CFD and issuing and using the proceeds of the

Bonds, including the requirements of the United States Internal Revenue Code of 1986, as amended (the "Code").

2. Agreement to Hold and Disburse Available Amounts. CMFA shall hold or cause to be held the special tax and/or Bond proceeds available for the payment of Authority Improvements ("Available Amounts"). Available Amounts shall be disbursed only in accordance with Section 3 of this Agreement.

3. Disbursements. Available Amounts shall be disbursed pursuant to written requisitions of the Authority, in substantially the form attached hereto as Exhibit B and executed by the Board Chair, Executive Director or a designee (each, an "Authorized Officer"). CMFA and its designees, including any trustee or fiscal agent holding Available Amounts, may conclusively rely on such requisitions for purposes of making such disbursements. All disbursements of Available Amounts to the Authority shall be made by wire transfer of immediately available funds or by check payable to the Authority's bank account number at a bank located within the United States on file with CMFA as part of the BOLD program, unless another method of payment is requested in writing by the Authority.

4. Use of Available Amounts for Public Capital Improvements. The Authority shall utilize Available Amounts for public capital improvements to be owned by the Authority. The public capital improvements to be constructed using Available Amounts will be set forth in requisitions submitted by the Authority in accordance with Section 3 above.

5. Amendments. This Agreement may be amended by a writing signed by the Parties, including to update Exhibit A to reflect additional or different impact fees and public facilities to be financed through the BOLD program.

6. Term of this Agreement. This Agreement shall be in full force and effect from this date to and including its termination by mutual written agreement of the parties hereto. CMFA agrees to terminate this agreement upon request of the Authority upon delivery to CMFA of an opinion Bond Counsel to the effect that the termination of this Agreement will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

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

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their authorized representatives as of the effective date stated above.

CALIFORNIA MUNICIPAL
FINANCE AUTHORITY

SOUTH PLACER REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Authorized Signatory

By: _____
Michael W. Luken, Executive Director

EXHIBIT A

DESCRIPTION OF AUTHORITY FEES/IMPROVEMENTS

[E.g., Impact fees levied on new development projects within the boundaries of the Authority]

EXHIBIT B

BOLD DISBURSEMENT REQUEST FORM

To:

California Municipal Finance Authority
2111 Palomar Airport Road, Suite 320
Carlsbad, California 92011

Re: BOLD Program - Request for Disbursement of Bond Proceeds

The undersigned, a duly authorized officer of the South Placer Regional Transportation Authority (the "Authority") hereby requests a disbursement of "Available Amounts" from the account(s) set forth below, and certifies that the amounts listed below have been or will be spent by the Authority for listed public capital improvements as of the date indicated below or within 5 days thereafter:

Account(s)	Amount(s)
[example, CMFA CFD No. 20__-__, Special Tax Bonds, Series 2020 Project Fund]	\$

Total:

Wiring Instructions: _____

The undersigned hereby additionally certifies as follows:

1. These funds have been or will be used to acquire and/or construct capital improvements, and this disbursement is not being made for the purpose of reinvestment.
2. None of the expenditures for which payment is requested have been reimbursed previously from other sources of funds.
3. If the total amount above is greater than the "Available Amounts" held by CMFA for the Authority, CMFA is authorized to amend the amount requested to be equal to the amount of such funds.
4. The amounts being disbursed pursuant to this request are being used to finance or refinance certain public infrastructure and facilities (the "Improvements"). The Authority will own, and for the entire useful life of such Improvements reasonably expects to own, all of such Improvements. The Improvements consist of the following:

[Describe the improvements]

5. To the extent any of such Improvements are sold to an entity that is not a state or local government agency, the Authority will seek the advice and approval of bond counsel to CMFA for the BOLD program prior to any such sale. Authority will not allow any of such Improvements to be used (for example, by lease or other contract) in the trade or business of any nongovernmental persons (other than in their roles as members of the general public). All of such Improvements will be used in the performance of essential governmental functions of Authority or another state or local government Authority. The average expected useful life of such Improvements is at least ____ years. The representations and covenants contained in this paragraph are intended to support the conclusion that the interest paid on the bonds issued to finance the Improvements is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code").

Dated: _____

Signature: _____

Print Name: _____

RESOLUTION NO. 20-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY AUTHORIZING EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT IN CONNECTION WITH THE BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM

WHEREAS, the California Municipal Finance Authority (the “CMFA”) is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the “State”); and

WHEREAS, the CMFA provides financing services to its members and the City of Lincoln, City of Rocklin, City of Roseville and County of Placer are members of CMFA; and

WHEREAS, CMFA has established the Bond Opportunities for Land Development Program (the “BOLD Program”) to allow the financing through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”) of certain public facilities and development impact fees that finance public facilities (together, the “Improvements”) to be owned by local agencies (“Participating Local Agencies”) in the State; and

WHEREAS, under Section 53316.2 of the Act, CMFA may form a community facilities district (a “CFD”) to finance facilities to be owned or operated by a public agency other than CMFA pursuant to a joint community facilities agreement; and

WHEREAS, the South Placer Regional Transportation Authority (the “Authority”) may be eligible to receive certain impact fees from development within the territory of the CFDs to be formed by CMFA through the BOLD Program; and

WHEREAS, the Authority desires to enter into a joint community facilities agreement with CMFA in connection with the use by developers of the BOLD Program within the boundaries or service area of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of the South Placer Regional Transportation Authority as follows:

Section 1. The Board hereby approves the execution and delivery of a joint community facilities agreement (the “JCFA”), substantially in the form presented to the Board of Directors and attached hereto as **Exhibit A**, with such other changes as the Board Chair, Executive Director or a designee (each, an “Authorized Officer”) may deem appropriate or necessary. Each Authorized Officer is authorized and directed to execute and deliver the JCFA, on behalf of the Authority, as necessary or appropriate in connection with development projects and CFDs formed within the territory of the Authority, and the Board of Directors finds and declares that entrance into the JCFA is beneficial to residents within the Authority. Each Authorized Officer is hereby further authorized and delegated the ability to approve applications submitted by developers to the BOLD Program and evidence the Authority’s official intent to reimburse itself for capital projects from tax-exempt bond proceeds issued by CMFA in connection with the BOLD Program.

Section 2. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of CMFA.

Passed and Adopted by the Board of the South Placer Regional Transportation Authority, this 2nd day of December 2020, by the following vote on roll call:

AYES Board Members:

NOES Board Members:

ABSENT Board Members:

Chair

ATTEST:

Executive Director



City of Lincoln • City of Rocklin • City of Roseville • Placer County

TO: SPRTA Board of Directors

DATE: December 2, 2020

FROM: Michael Luken, Executive Director

SUBJECT: PLACER PARKWAY PHASE 1 REIMBURSEMENT AGREEMENT

Action Requested

Approve Resolution #20-13 authorizing the Executive Director to execute the Placer Parkway Phase 1 Reimbursement Agreement on behalf of the South Placer Regional Transportation Authority (SPRTA), enabling Placer County to advance fund and construct the first phase of Placer Parkway from State Route 65 to Foothills Boulevard.

Background

SPRTA created its Tier 2 funding program with the express purpose in funding Placer Parkway. This project is in keeping with the original alignment approved by SPRTA. The Cities of Lincoln, Rocklin and Roseville have all approved the agreement. The Placer County Board of Supervisors will be the last jurisdiction to approve the agreement after all others have done so because all other agreements needed to move the project forward will be considered in that final action.

Discussion

Placer Parkway is a new regional limited-access expressway approved by South Placer Regional Transportation Authority (SPRTA) in 2009 to relieve congestion in South Placer County. The Parkway is ultimately planned to connect Hwy-65 to Hwy-99 through Placer and Sutter counties to relieve congestion on Hwy-65, I-80, and the I-80/Hwy-65 interchange and is a necessary roadway improvement to avoid having to widen Interstate 80 and Highway 65 beyond existing in-place right-of-way which is constrained by residential and commercial developments constructed to the right-of-way boundaries. Environmental analyses completed for the general plans and specific plans of each of the South Placer communities include mitigation measures to relieve traffic congestion, including construction of Placer Parkway, over the next 25 to 40 years. Without the Parkway, existing developed properties would need to be acquired, and potentially condemned, in order to expand Interstate 80 or Highway 65 to meet mitigation requirements. This would come at a much higher cost and risk of significant disruption to area residents, businesses, and neighboring communities.

SPRTA adopted an alignment for Placer Parkway in 2009 following an extensive planning effort, environmental review, and public outreach meetings. The Parkway is designed to be built in phases as adjacent development areas build out. It is anticipated that each development area will likely build more than its "fair share" of the roadway and would be entitled to reimbursement through the SPRTA Tier 2 fee program which was specifically established to fund Placer Parkway. The proposed reimbursement agreement shown in Attachment 1 would allow the County and the United Auburn Indian Community (UAIC) to jointly fund construction of the \$58 million Phase 1 roadway project. If approved, the UAIC will contribute \$9 million in non-reimbursable funds and \$15 million in reimbursable funds toward the cost of the Phase 1 improvements. The agreement also calls for the UAIC to pay the remaining balance of approximately \$8.4 million in fair share contributions to County roadway improvements. Placer County will advance the \$8.4 million fair share contribution received from the UAIC plus the remaining balance needed (approximately \$24 million) as reimbursable funding. The project will

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PLACER PARKWAY REIMBURSEMENT AGREEMENT
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be managed by Placer County. The UAIC and the County will receive repayment for their reimbursable contributions over time through fees collected via the Tier 2 fee program, and the advanced funding will be repaid with interest based on the “20-City average” and the “San Francisco” construction cost index (CCI) as reported by the Engineering News-Record (ENR) publication.

The Placer Parkway Phase 1 improvements include completion of the Whitney Ranch Interchange, an overcrossing over the Union Pacific Railroad and Industrial Avenue, and roadway construction to Foothills Boulevard. Final design of the project is nearly complete with only right-of-way acquisition remaining before construction can begin in early 2023.

LM:ss

TIER 2 FUNDING COMMITMENT AGREEMENT

THIS TIER 2 FUNDING COMMITMENT AGREEMENT (“Agreement”) is made as of the _____ day of _____, 20__, by and among and the County of Placer, a political subdivision of the State of California, (“County”), the City of Lincoln, a municipal corporation (“Lincoln”), the City of Rocklin, a municipal corporation (“Rocklin”), and the City of Roseville, a municipal corporation (“Roseville”).

RECITALS

WHEREAS, the County and the United Auburn Indian Community (“Tribe”) have entered or will enter into a Funding and Reimbursement Agreement (“FARA”) to work cooperatively to design, finance, and construct the initial phase of the regional transportation project known as Placer Parkway, as such initial phase is depicted on Exhibit A attached hereto. (the “Placer Parkway Phase 1 Improvement Project”, or “Phase 1 Project”).

WHEREAS, the Phase 1 Project consists of transportation facilities extending generally from California State Route 65 west to Foothills Boulevard North in unincorporated Placer County.

WHEREAS, the FARA establishes a funding mechanism, based on a combination of reimbursable and non-reimbursable County and Tribe contributions, to facilitate construction of the Phase 1 Project, with reimbursement where applicable provided by future traffic impact fees paid pursuant to the South Placer Regional Transportation Authority’s Tier 2 Traffic Fee program. (“Tier 2 Fees.”)

WHEREAS, on September 1, 2015, the Placer County Board of Supervisors adopted Resolution 2015-189 approving an Initial Study/Mitigated Negative Declaration (SCH 2015052032), with required findings and mitigations and adopting a mitigation monitoring plan, for the Phase I Project.

WHEREAS, on March 21, 2017, the Placer County Board of Supervisors adopted Resolution 2017-065 approving the design contract for the Phase 1 Project.

WHEREAS, the FARA includes a commitment by the Tribe to advance to the County a total of Nine Million Dollars (\$9,000,000) on a non-reimbursable basis, for use on the Phase 1 Project as more fully described in the FARA.

WHEREAS, in the FARA, the Tribe agreed to advance to the County a total of Fifteen Million Dollars (\$15,000,000) on a reimbursable basis, for use on the Phase 1 Project as more fully described therein.

WHEREAS, the County has to date agreed to fund the design contract for the Phase 1 Project in the amount of Six Million Dollars (\$6,000,000) (the "Design Costs").

WHEREAS, a Memorandum of Understanding between the County and the Tribe calls for the Tribe to pay its fair share of a potential grade separation or equivalent project at Athens Avenue and the Union Pacific railroad tracks, as more fully described the in the FARA, and the County and Tribe have agreed that Tribe's Remaining Grade Separation Project Fair Share Contribution is Eight Million Four Hundred Nine Thousand Five Hundred dollars (\$8,409,500).

WHEREAS, the County estimates the cost of the Phase 1 Project in 2018 dollars is Fifty Eight Million Dollars (\$58,000,000) with funding shown on attached Exhibit D.

WHEREAS, in the FARA, the County agreed to advance a total of Twenty Four Million Dollars (\$24,000,000) on a reimbursable basis, for use on the Phase 1 Project, which consists of the Design Costs identified above and Eighteen Million Dollars (\$18,000,000) in additional funds, as more fully described in the FARA.

WHEREAS, Lincoln, Rocklin, and Roseville are referred to herein as the "City Parties."

WHEREAS, Section 7 of the Tier II Development Fee Memorandum of Agreement between the County and the City Parties provides a mechanism for reimbursement to a party or developer that constructs subject improvements as identified in that agreement.

WHEREAS, in order to provide an ongoing revenue source for the reimbursable amounts identified in the FARA, the County has requested the City Parties commit, as a first priority and with interest equal to the Tier 2 CCI identified herein, future Tier 2 revenues collected within the City Parties' respective jurisdictions to repay the County

and Tribe for the moneys the County and Tribe advanced pursuant to the FARA for construction of the Phase 1 Project.

WHEREAS, recognizing the need for the Phase 1 Project and the opportunity to advance construction of the Phase 1 Project that is provided by the FARA, the City Parties have each agreed to commit Tier 2 revenues as identified herein.

WHEREAS the County and City Parties each desire to address the potential future application of Tier 2 Fees to Tribe-owned lands located in the County's Sunset Area Plan area.

WHEREAS, the parties agree that there is funding contained in the SPRTA budgeting process designated for planning of future phases of Placer Parkway and that this Agreement is not intended to restrict or otherwise affect the use of such planning funds.

WHEREAS, a copy of the FARA is attached as Exhibit B to this Agreement.

WHEREAS, the Parties wish to enter into an agreement to memorialize their understanding on the matters identified above.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Definitions.** Words and phrases used in this Agreement shall have the following meanings:

Connector Roadway means the proposed roadway connection between the Phase 1 Project and the Athens Ave. as more fully depicted on attached Exhibit C.

Effective Date means the date that this Agreement is executed by all parties.

MOU means the Amended and Restated Memorandum of Understanding between the County and Tribe dated July 10, 2018, as such memorandum may be amended and/or restated from time to time.

SPRTA means the South Placer Regional Transportation Authority.

Tier 2 CCI means the annual construction cost index adjustment more fully described in amended Section 3 of the Tier 2 Agreement, whether or not formally adopted by SPRTA in any given year.

Tier 2 Agreement means that certain “Tier II Development Fee Memorandum of Agreement” entered into by the County and the City Parties on May 27, 2009, and amended in 2013 and 2017, as such agreement may be amended from time to time.

2. Purpose and Intent of Agreement. The purpose and intent of this Agreement is to provide for the memorialization of the understanding between the Parties regarding each party’s obligation to contribute future Tier 2 revenues to reimburse the County and Tribe for Phase 1 Project and related costs incurred by the County and Tribe, accounting therefore, and acknowledgement of reimbursement rights relating to such revenues.

3. Term and Termination. This Agreement shall be effective as of the date first above written and shall remain in effect for thirty (30) years, or until such time as the Parties agree to extend, terminate and/or supersede this Agreement.

4. City Parties’ Obligations Regarding Tier 2 Fees. The City Parties, and each of them, agree, for the term of this Agreement, to:

a. Continue to collect Tier 2 Fees as provided for in the Tier 2 Agreement, including the Tier 2 CCI.

b. Forward to SPRTA all Tier 2 Fees collected, including the Tier 2 CCI.

c. Consent to SPRTA distributing Tier 2 Fees, including the Tier 2 CCI, to the County for the purposes of reimbursing the County and Tribe for costs of the Phase 1 Project as provided for in the FARA. The City Parties each agree that collection and distribution of the Tier 2 CCI to the

County as provided for herein will provide County a source of funds to pay to the County and Tribe, as the case may be, interest on reimbursable amounts based on the Construction Cost Index as identified in the Tier 2 Agreement. By executing its consent hereto, SPRTA agrees to Tier 2 Fees to the County until the entire Reimbursement Maximum, including Tier 2 CCI amounts, is reimbursed.

d. Take such measures as necessary to ensure that Tier 2 Fees and the Tier 2 CCI will continue to be collected and distributed as provided for herein, whether such fees are renamed and/or modified or replaced by a functionally equivalent fee, including, without limitation, one or more regional fees involving one or more public entities.

e. Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, the City Parties' general or special funds or any other funds in the possession or control of the City Parties or their accounts now or in the future.

5. Connector Roadway. The City Parties each agree and acknowledge as follows:

a. In the FARA, the County agreed to review and process in accordance with established County practices any applications for encroachment, grading and/or other permits that the Tribe may determine advisable or necessary to build and connect the Tribe's proposed Connector Roadway, either as such Connector Roadway is described in attached Exhibit C (including right turn in/right turn out components) or as may otherwise be requested by the Tribe, to the Phase 1 Project and to Athens Ave., with the Tribe responsible for all costs of environmental compliance, permitting and building the Connector Roadway, including such traffic control devices as may be reasonably required by the County. Any material changes to the proposed Connector Roadway from that shown on attached Exhibit C shall be presented to SPRTA for its review and concurrence.

b. That the Connector Roadway, if constructed, shall be property of the Tribe and shall not be part of the County's maintained mileage system

of roadways.

c. That the intent of the cooperating agencies is for the Placer Parkway to be a limited access expressway, and that, although intersections may start as at-grade signalized intersections, the goal is that grade-separated interchanges would eventually be constructed.

6. Tribe Non-Reimbursable Contribution.

a. The City Parties agree and acknowledge that the Tribe agreed in the FARA to remit to the County a total of Nine Million Dollars (\$9,000,000) as a non-reimbursable contribution for use on the Phase 1 Project (collectively, the “Tribe Non-Reimbursable Contribution”).

b. The County agrees to deposit the Tribe Non-Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

7. Tribe Reimbursable Contribution

a. The City Parties agree and acknowledge that the Tribe agreed in the FARA to remit to the County a total of Fifteen Million Dollars (\$15,000,000) as a reimbursable contribution for use on the Phase 1 Project (collectively, the “Tribe Reimbursable Contribution”).

b. The County agrees to deposit the Tribe Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

c. The City Parties agree and acknowledge that Tier 2 Fees and Tier 2 CCI collected and forwarded to SPRTA will subsequently be forwarded to the County for reimbursement to the Tribe of reimbursable Tribe contributions, with interest at the Tier 2 CCI amount, pursuant to the FARA.

8. Remaining Phase 1 Project Costs

a. The parties agree and acknowledge that the County agreed in the FARA to be responsible for all other Phase 1 Project Costs above

and beyond the Remaining Grade Separation Project Fair Share Contribution, the Tribe Non-Reimbursable Contribution and the Tribe Reimbursable Contribution (such County obligations, including Design Costs, are collectively the “County Contributions”).)

b. The City Parties agree and acknowledge that Tier 2 Fees and Tier 2 CCI collected and forwarded to SPRTA will subsequently be forwarded to the County for reimbursement of the County Contributions and the Remaining Grade Separation Project Fair Share Contribution, with interest at the Tier 2 CCI amount.

9. County Obligation to Construct Phase 1 Project. The Parties agree that the County shall have the obligation to reasonably prosecute construction and completion of the Phase 1 Project to the extent permitted by law. County agrees to notify the City Parties in writing at least twice per year regarding construction progress.

10. Reimbursement Maximum. The parties agree that the maximum reimbursement amount subject to this Agreement shall be, adjusting for the Tier 2 CCI, the total of the Tribe Reimbursable Contribution, the County Contributions, the Remaining Grade Separation Project Fair Share Contribution, and any deficiency amounts paid by the County to the Tribe pursuant to Section 9(d) of FARA.

11. Tribe-Owned Lands Located in County’s Sunset Area Plan Area. The parties agree and acknowledge that that the Tribe owns land within the County’s Sunset Area Plan Area as such area is identified in the “Sunset Area Plan Public Review Draft” dated December 2018 and, further, that Tier 2 Fees are not currently collected in the Sunset Area Plan Area. The parties agree that should Tier 2 Fees, or equivalent, be collected in the future in the Sunset Area Plan Area, the Tribe shall be eligible for a credit on Tier 2 Fees in the amount of Nine Million Dollars (\$9,000,000) in recognition of the Tribe Non-Reimbursable Contribution.

12. General Provisions. Except to the extent specifically addressed herein, this Agreement shall be governed by the provisions of the Tier 2 Agreement. Each party shall also comply with all other agreements, if any,

made by the Parties in furtherance of the Phase 1 Project.

13. Rocklin Obligations. Notwithstanding any contrary terms herein, any and all obligations of the City of Rocklin to date pertaining to Tier 2 Fees for the Placer Parkway were satisfied by the City's prior SR65/Whitney Ranch Parkway interchange improvements. This Tier 2 Funding Commitment Agreement does not require the City of Rocklin to administer or collect Tier 2 Fees for the Placer Parkway. The City will continue to be subject to the terms of the Tier 2 Agreement regarding the imposition of Tier 2 Fees on new development located within any areas annexed into the City's jurisdiction after the effective date of this Agreement, and on any new development over and above the total densities or intensities approved in the Northwest Rocklin Annexation Area General Development Plan after the effective date of this Agreement. . The parties agree that this Agreement shall apply to any such new development(s).

14. 2020-2021 SPRTA Travel Demand Model/Tier 1& Tier 2 Fee Update. The parties agree and acknowledge that the Placer County Transportation Planning Agency (PCTPA) and its member agencies, including the County and the City Parties, will hire a qualified consultant team to provide traffic modeling services to update the SPRTA Regional Transportation and Air Quality Mitigation Fee program. The services will specifically include 1) Updating the existing SPRTA travel demand forecasting model, with the goal that projects that are evaluated with the model are SB 743 compliant, and 2) Updating the Tier I and Tier II SPRTA Regional Impact Fee Programs, including the purpose of facilitating the establishment of a reasonable nexus between impacts and the fees included in the fee program.

15. Notices. Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

If to County:

County of Placer
Director of Public Works
3091 County Center Drive
Auburn, CA 95603

With a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603

If to Lincoln:

With a copy to:

If to Rocklin:

With a copy to:

If to Roseville:

With a copy to:

If to SPRTA:

With a copy to:

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other Parties.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement effective as of the date first written above.

COUNTY OF PLACER

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

CITY OF LINCOLN

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF ROCKLIN

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CONSENT OF SPRTA

The South Placer Regional Transportation Authority hereby consents to the provisions of this Agreement and agrees to be bound hereby. SPRTA agrees to pay to County accrued revenues, including Tier 2 CCI amounts, as provided for herein no less than semi-annually. SPRTA further agrees and acknowledges that Tier 2 CCI amounts are being forwarded to the County for payment of interest to the County and Tribe on reimbursable amounts in a percentage equivalent to the Tier 2 CCI amount.

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

BY: _____
SPRTA Counsel

Exhibit List:

- Exhibit A - Placer Parkway Phase 1 Improvement Project Description
- Exhibit B - Funding and Reimbursement Agreement
- Exhibit C - Connector Road Project Description
- Exhibit D - Placer Parkway Phase 1 Improvement Project Funding Summary

EXHIBIT A
Placer Parkway Phase 1 Improvement Project Description

The Placer Parkway Phase 1 Improvements Project (Phase 1 Project) is the initial necessary phase of the planned Placer Parkway corridor, which will ultimately be a 15-mile, high-speed transportation facility that will connect State Route (SR) 65 in western Placer County to SR 70/99 in south Sutter County. The Placer Parkway is an opportunity to implement infrastructure improvements that will benefit a wide range of individuals, businesses and communities in rural and suburban western Placer County and eastern Sutter County. The Parkway will link rural areas and provide a connection to and from existing and planned development near some of the region's fastest growing communities and job centers. The Placer Parkway project was planned to respond to increased travel demand and congestion related to anticipated population and jobs growth as well as to improve goods movement. It was also planned to address the lack of alternative routes between SR 99/70 and SR 65, two busy regional highways. The Parkway provides additional east-west access parallel facility to I-80 that will reduce congestion, allowing for better movement of goods on the interstate freight corridor. The Parkway will improve access from rural and suburban areas to the I-80 and I-5 corridors, high tech industry in the SR 65 corridor, job centers in downtown Sacramento, and airports in Lincoln and Sacramento. It will also provide access to the planned commercial, industrial, entertainment, education and residential development in the Sunset Area, which encompasses 8,497 acres located in unincorporated south Placer County.

Phase 1 of the Parkway is proposed to be built as a four-lane roadway from SR 65 to Foothills Boulevard North. The Phase 1 Project begins at SR 65 in Placer County at the existing SR 65/Whitney Ranch Parkway between Sunset Boulevard and Twelve Bridges Drive and terminates 1.5 miles to the southwest at Foothills Boulevard North. Phase I establishes full freeway access at SR 65 with the completion of the interchange and construction of a new roadway connection west to Foothills Boulevard North. It will provide alternative connections to Foothills Boulevard North to relieve congestion along SR 65 at Sunset Boulevard and Twelve Bridges Drive and along Industrial Avenue and Sunset Boulevard. Phase 1 also includes an overhead grade separation at the Union Pacific Railroad (UPRR) tracks parallel to Industrial Avenue. This provides vehicles a safe crossing of the railroad tracks and will reduce the number of vehicles using the

existing UPRR at-grade crossing at Athens Avenue and Industrial Avenue. This will also have benefits for UPRR operations.

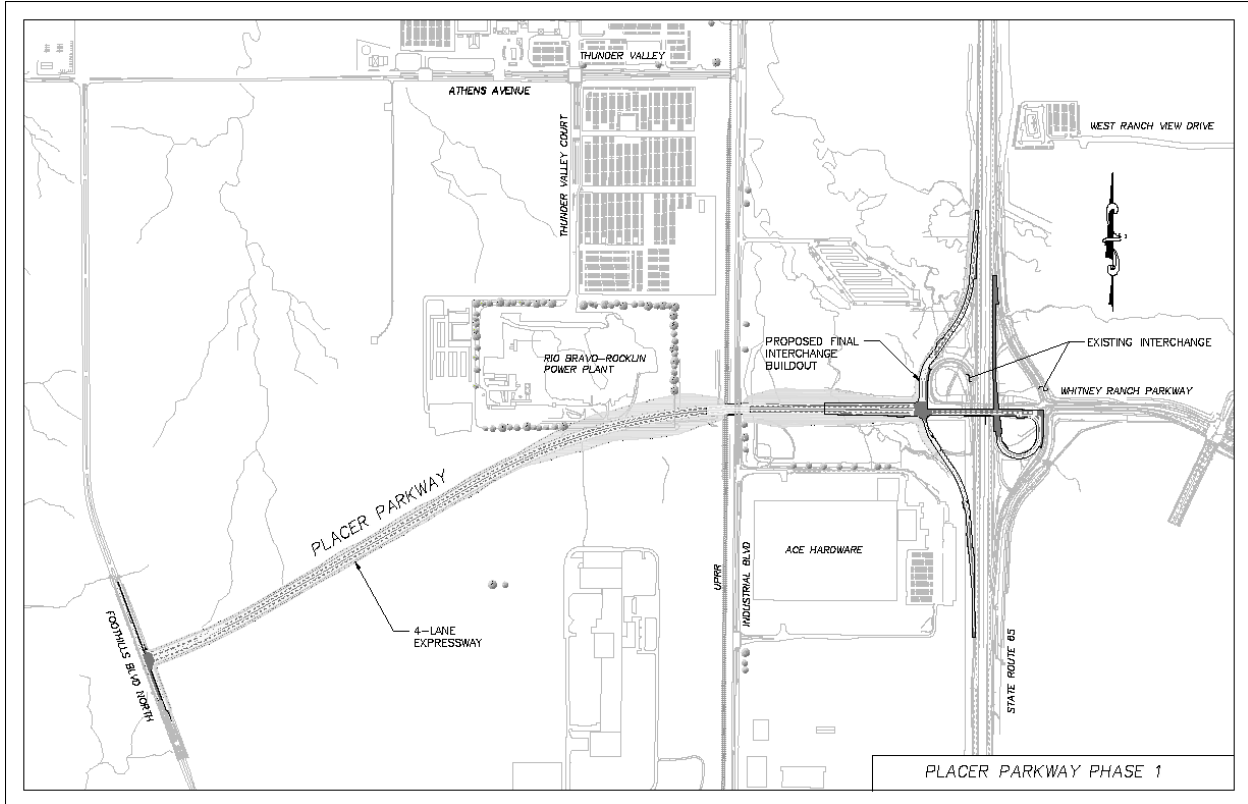


EXHIBIT B
Funding and Reimbursement Agreement

FUNDING AND REIMBURSEMENT AGREEMENT

THIS FUNDING AND REIMBURSEMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 20__, by and among and the County of Placer, a political subdivision of the State of California, (“County”) and the United Auburn Indian Community (“UAIC”, or “Tribe”).

RECITALS

WHEREAS, the County and UAIC wish to work cooperatively to design, finance, and construct the initial phase of the regional transportation project known as Placer Parkway, as such initial phase is depicted on Exhibit AA attached hereto. (the “Placer Parkway Phase 1 Improvement Project”, or “Phase 1 Project”).

WHEREAS, the County and UAIC entered into that certain Memorandum of Understanding (“MOU”) dated January 20, 2000, which MOU was amended and restated on July 10, 2018, addressing the development of the Tribe’s gaming facility property on Athens Avenue in unincorporated Placer County and various other matters as contained therein.

WHEREAS, the Phase 1 Project consists of transportation facilities extending generally from California State Route 65 west to Foothills Boulevard North in unincorporated Placer County, south of the gaming facility property identified above.

WHEREAS, on September 1, 2015, the Placer County Board of Supervisors adopted Resolution 2015-189 approving an Initial Study/Mitigated Negative Declaration (SCH 2015052032), with required findings and mitigations and adopting a mitigation monitoring plan, for the Phase I Project.

WHEREAS, on March 21, 2017, the Placer County Board of Supervisors adopted Resolution 2017-065 approving the design contract for the Phase 1 Project.

WHEREAS, the County has to date agreed to fund the design contract for the Phase 1 Project in the amount of Six Million Dollars (\$6,000,000) (the “Design Costs”).

WHEREAS, the MOU calls for the Tribe to pay its fair share of a potential grade separation or equivalent project at Athens Avenue and the Union Pacific railroad tracks, as more fully described on attached Exhibit BB (the “Grade Separation Project.”)

WHEREAS, the County and Tribe agree that the Tribe’s remaining fair share contribution for the Grade Separation Project is Eight Million Four Hundred Nine Thousand and Five Hundred dollars (\$8,409,500) (the “Remaining Grade Separation Project Fair Share Contribution.”)

WHEREAS, the County and Tribe wish to establish a funding mechanism, based on a combination of reimbursable and non-reimbursable County and Tribe contributions, that will facilitate construction of the Phase 1 Project, with reimbursement where applicable provided by future traffic impact fees paid pursuant to the South Placer Regional Transportation Authority’s Tier 2 Traffic Fee program. (“Tier 2 Fees.”)

WHEREAS, the Tribe has agreed to pay to the County as a non-reimbursable contribution the Remaining Grade Separation Project Fair Share Contribution and the County has agreed to use the Remaining Grade Separation Project Fair Share Contribution for construction of the Phase 1 Project, as more fully described herein.

WHEREAS, the County has agreed to relieve the Tribe of any further obligation for the Grade Separation Project upon full payment to the County of the Remaining Grade Separation Project Fair Share Contribution.

WHEREAS, the Tribe has agreed to advance to the County a total of Nine Million Dollars (\$9,000,000) on a non-reimbursable basis, for use on the Phase 1 Project as more fully described herein.

WHEREAS, the Tribe has agreed to advance to the County a total of Fifteen Million Dollars (\$15,000,000) on a reimbursable basis, for use on the Phase 1 Project as more fully described herein.

WHEREAS, the County and Tribe estimate the cost of the Phase 1 Project in 2018 dollars is Fifty Eight Million Dollars (\$58,000,000).

WHEREAS, the County has agreed to advance a total of Twenty Four Million Dollars (\$24,000,000) on a reimbursable basis, for use on the Phase 1 Project, which consists of the Design Costs identified above and Eighteen Million Dollars (\$18,000,000) in additional funds, as more fully described herein.

WHEREAS, the County and UAIC wish to enter into an agreement to memorialize their understanding on the matters identified above.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Definitions. Words and phrases used in this Agreement shall have the following meanings:

Board of Supervisors means the Placer County Board of Supervisors.

Connector Roadway means the proposed roadway connection between the Phase 1 Project and the Athens Ave. as more fully depicted on attached Exhibit CC.

Effective Date means the date that this Agreement is executed by both parties.

MOU means the Amended and Restated Memorandum of Understanding between the parties dated July 10, 2018, as such memorandum may be amended and/or restated from time to time.

SPRTA means the South Placer Regional Transportation Authority

Tier 2 CCI means the annual construction cost index adjustment more fully described in amended Section 3 of the Tier 2 Agreement, whether or not formally adopted by SPRTA in any given year.

Tier II Development Fee Memorandum of Agreement means that certain agreement of the same title entered into by the County, and the cities of

Lincoln, Rocklin, and Roseville on May 27, 2009, and amended in 2013 and 2017, as such agreement may be amended from time to time.

2. Purpose and Intent of Agreement. The purpose and intent of this Agreement is to provide for the memorialization of the understanding between the Tribe and County regarding each party's contribution towards Phase 1 Project and related costs, accounting therefore, and allocation reimbursement rights relating to such contributions.

3. Term and Termination. This Agreement shall be effective as of the date first above written and shall remain in effect for twenty (20) years, or until such time as the Parties agree to extend, terminate and/or supersede this Agreement.

4. Payment of Tribe Grade Separation Contribution; Discharge of Tribe Grade Separation Obligation

a. UAIC agrees to remit to the County the following non-reimbursable amounts (collectively constituting the Remaining Grade Separation Project Fair Share Contribution) for use on the Phase 1 Project:

1. Five Million Eight Hundred Thousand Dollars (\$5,800,000) upon the County adopting plans and specifications for bidding of the Phase 1 Project.

2. One Million Five Hundred Thousand Dollars (\$1,500,000) upon award by the County of a construction contract for the Phase 1 Project.

3. One Million One Hundred Nine Thousand and Five Hundred Dollars (\$1,109,500) upon delivery from County to Tribe of written notice that the County has incurred Twenty Million Dollars (\$20,000,000) in construction costs for the Phase 1 Project.

b. County agrees to use the Remaining Grade Separation Project Fair Share Contribution for sole and exclusive use on the Phase 1 Project.

Upon full receipt of the Remaining Grade Separation Project Fair Share Contribution, the County shall fully and forever discharge the Tribe from future financial contribution for the Grade Separation Project associated with the Tribal Casino Project. Tribe agrees and acknowledges that the County's use of the Remaining Grade Separation Project Fair Share Contribution shall be subject to reimbursement to the County from Tier 2 Fees as provided for in Section 9 herein.

5. Connector Roadway. The Parties agree as follows:

a. County agrees to review and process in accordance with established County practices any applications for encroachment, grading and/or other permits that UAIC may determine advisable or necessary to build and connect the Tribe's proposed Connector Roadway, either as such Connector Roadway is described in attached Exhibit CC or as may otherwise be requested by the Tribe, to the Phase 1 Project and to Athens Ave. County shall have no obligation to grant such applications except to the extent such applications create a mandatory duty on the County's behalf. Tribe shall be responsible for all costs of environmental compliance, permitting and building the Connector Roadway, including such traffic control devices as may be reasonably required by the County.

b. The parties agree that the Connector Roadway, if constructed, shall be property of the Tribe and shall not be part of the County's maintained mileage system of roadways.

c. Tribe agrees to provide authority, though such means as may be reasonably requested by the Placer County Sheriff's Office and the California Highway Patrol, for civil traffic enforcement authority over vehicles and persons on and adjacent to the Connector Roadway. This Agreement shall have no effect on the applicability of criminal laws, as such may be applicable pursuant to P.L. 280 or otherwise, on and around the Connector Roadway.

d. County and Tribe agree and acknowledge that the Connector Roadway is not intended for use by traffic (whether trucks, cars or other vehicles) to and/or from the Western Regional Sanitary Landfill (Landfill),

Materials Recovery Facility (MRF) and/or other waste management facilities that are or may in the future be located in the area of Athens Ave. and Fiddymment Road. The parties agree to work with the Western Placer Waste Management Authority or any successor entity to install necessary signage and take such other actions as will route Landfill and MRF traffic away from the Connector Roadway. County agrees, if requested by the Tribe, to install signage on the Phase 1 Project when completed and on other future Placer Parkway components when completed stating that Landfill and MRF traffic is not permitted on the Connector Roadway.

6. Tribe Non-Reimbursable Contribution

a. UAIC agrees to remit to the County a total of Nine Million Dollars (\$9,000,000) as a non-reimbursable contribution for use on the Phase 1 Project (collectively, the “Tribe Non-Reimbursable Contribution”). The Tribe shall pay the Tribe Non-Reimbursable Contribution to the County in installments no more frequently than quarterly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses.

b. County agrees to use the Tribe Non-Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

7. Tribe Reimbursable Contribution

a. UAIC agrees to remit to the County a total of Fifteen Million Dollars (\$15,000,000) as a reimbursable contribution for use on the Phase 1 Project (collectively, the “Tribe Reimbursable Contribution”). The Tribe shall pay the Tribe Reimbursable Contribution to the County in installments no more frequently than quarterly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses.

b. County agrees to use the Tribe Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

c. The parties agree that the Tribe Reimbursable Contribution shall be reimbursed to the Tribe as provided for in Section 9 herein.

8. Remaining Phase 1 Project Costs

a. The County agrees to and shall be responsible for all other Phase 1 Project Costs above and beyond the Remaining Grade Separation Project Fair Share Contribution, the Tribe Non-Reimbursable Contribution and the Tribe Reimbursable Contribution (such County obligations, including Design Costs, are collectively the “County Contributions”).)

b. The parties agree that the County Contributions shall be reimbursed to the County as provided for in Section 9 herein.

9. Reimbursement.

a. The parties agree the Tribe Reimbursable Contribution shall be reimbursed to the Tribe by June 30th of each fiscal year as follows:

1. First reimbursement to occur one year after that first draw of funds that are entitled to interest: Five Hundred Thousand Dollars (\$500,000) plus the Tier 2 CCI.

2. Second Fiscal Year from initial draw: One Million Five Hundred Thousand Dollars (\$1,500,000) plus the Tier 2 CCI.

3. Third Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars (\$1,625,000) plus the Tier 2 CCI.

4. Forth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars (\$1,625,000) plus the Tier 2 CCI.

5. Fifth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars (\$1,625,000) plus the Tier 2 CCI.

6. Six Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars (\$1,625,000) plus the Tier 2 CCI.

7. Seventh Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars (\$1,625,000) plus the Tier 2 CCI.

8. Eighth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars (\$1,625,000) plus the Tier 2 CCI.

9. Ninth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars (\$1,625,000) plus the Tier 2 CCI.

10. Tenth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars (\$1,625,000) plus the Tier 2 CCI.

b. All reimbursements to the Tribe shall be subject, on an annual basis, to adjustment in the amount of the Cost of Living Adjustment applicable to the Tier 2 Program (the "Tier 2 CCI"). County shall notify Tribe on an annual basis of the amount of the Tier 2 CCI.

c. The source for reimbursement shall be solely Fifty Percent (50%) of the Tier 2 Fees actually received by the County in a given fiscal year (the "Annual Reimbursement Source"). Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, County's general or special funds, County Service Area accounts, or any other funds in the possession or control of the County or its accounts now and in the future, except as otherwise expressly provided herein.

d. In the event the Annual Reimbursement Source available to the County in a given fiscal year is insufficient to pay that year's reimbursement amount to the Tribe, the County shall either: 1) identify and remit to Tribe other funds adequate to cover the deficiency; or, 2) provide to the Tribe a credit on in-lieu real property taxes paid in that fiscal year from the Tribe to the County pursuant to the MOU. The credit shall be made available to the Tribe on the first payment installment date following the close of the fiscal year in which the reimbursement deficiency occurred.

e. The Tribe agrees and acknowledges that all amounts paid by the County for the Phase 1 Project, including, without limitation, the Tribe Grade Separation Contribution and any deficiency amounts paid or provided to the Tribe pursuant to Section 9(d) herein, shall be eligible for reimbursement to the County from that portion of Tier 2 Fees not designated for reimbursement to Tribe pursuant hereto.

10. County Obligation to Construct Phase 1 Project.

The Parties agree that the County shall have the obligation to reasonably prosecute construction and completion of the Phase 1 Project to the extent permitted by law as provided for herein. The Tribe shall have no construction rights or obligations on the Phase 1 Project. County agrees to make reasonable efforts to meet the Tentative Construction Schedule attached as Exhibit EE. County agrees to notify Tribe in writing at least once per quarter regarding construction progress. The parties agree and acknowledge that the Tentative Construction Schedule is subject to force majeure events, potential delay, and other unforeseen circumstances beyond the County's control.

11. Approval by South Placer Regional Transportation Authority ("SPRTA") and/or SPRTA Member Entities.

Tribe agrees and acknowledges that this Agreement may be subject to the consent and approval of the South Placer Regional Transportation Authority and/or its member entities. County agrees to notify Tribe in writing by September 30 2019 whether such approval is required. If the County determines such approval is required, Tribe shall have no obligation to make any payments hereto until and unless such approval is obtained. If the County determines such approval is required, and such approval is not obtained by December 31, 2019, this Agreement shall be null and void unless otherwise agreed to in writing by the Tribe and County.

12. Security for Tribe's Obligations; Payment

a. To secure the Tribe's obligations under this Agreement, the parties agree that the County may, at its election and in addition to any other remedies the County may have, 1) deduct amounts unpaid by the Tribe from any deficiency payments

identified in Section 9(d)(1) herein, and/or 2) offset any in-lieu real property tax credits identified in Section 9(d)(2) herein.

b. All payments due from either party to the other shall be paid within thirty (30) days unless otherwise provided for in this Agreement.

13. General Provisions

a. Compliance with Other Agreements. Each party shall comply with all other agreements, if any, made by the Parties in furtherance of the Phase 1 Project.

c. Records and Accounts. The County shall keep complete books of record and accounts of the finances of the Phase 1 Project, which shall document all material transactions relating to the Phase 1 Project, the Tribe's contributions thereto and the Tribe's reimbursement rights described in this Agreement. Said books shall, upon request, be open to inspection by the Tribe.

d. Further Assurances. Each party shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the purposes and intent of this Agreement.

e. Amendment. This Agreement may be amended only by the written agreement of the Parties.

f. Jurisdiction and Venue. This Agreement shall be governed and interpreted pursuant to the Dispute Resolution and Judicial Review provisions of the MOU.

g. Waiver of Tribal Sovereign Immunity. The Tribe agrees to waive its sovereign immunity in favor of the County as to any dispute which arises out of this Agreement, pursuant to the terms set forth in the MOU for enforcement. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity in the form attached as Exhibit FF.

h. No Third Party Beneficiaries. Except as may be provided in the MOU, this Amendment is not intended to, and shall not be construed to, create any right on the part of a Third Party to bring an action to enforce any of its terms.

i. No Other Effect on MOU. In all other respects not expressly addressed by this Amendment, the MOU remains in full force and effect.

j. Notices. Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

If to County:

County of Placer
County Executive Office
175 Fulweiler Avenue
Auburn, CA 95603

With a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603

If to UAIC:

With a copy to:

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other Parties.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement effective as of the date first written above.

COUNTY OF PLACER

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

UAIC

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Counsel to UAIC

Exhibit List:

- Exhibit AA - Placer Parkway Phase 1 Improvement Project Description
- Exhibit BB - Grade Separation Project Description
- Exhibit CC - Connector Road Project Description
- Exhibit DD - Exhibit Omitted
- Exhibit EE - Tentative Construction Schedule
- Exhibit FF - Resolution of Limited Waiver of Sovereign Immunity

Exhibit AA - Placer Parkway Phase 1 Improvement Project Description

Placer Parkway Phase 1 Improvement Project Description

The Placer Parkway Phase 1 Improvements Project (Phase 1 Project) is the initial necessary phase of the planned Placer Parkway corridor, which will ultimately be a 15-mile, high-speed transportation facility that will connect State Route (SR) 65 in western Placer County to SR 70/99 in south Sutter County. The Placer Parkway is an opportunity to implement infrastructure improvements that will benefit a wide range of individuals, businesses and communities in rural and suburban western Placer County and eastern Sutter County. The Parkway will link rural areas and provide a connection to and from existing and planned development near some of the region's fastest growing communities and job centers. The Placer Parkway project was planned to respond to increased travel demand and congestion related to anticipated population and jobs growth as well as to improve goods movement. It was also planned to address the lack of alternative routes between SR 99/70 and SR 65, two busy regional highways. The Parkway provides additional east-west access parallel facility to I-80 that will reduce congestion, allowing for better movement of goods on the interstate freight corridor. The Parkway will improve access from rural and suburban areas to the I-80 and I-5 corridors, high tech industry in the SR 65 corridor, job centers in downtown Sacramento, and airports in Lincoln and Sacramento. It will also provide access to the planned commercial, industrial, entertainment, education and residential development in the Sunset Area, which encompasses 8,497 acres located in unincorporated south Placer County.

Phase 1 of the Parkway is proposed to be built as a four-lane roadway from SR 65 to Foothills Boulevard North. The Phase 1 Project begins at SR 65 in Placer County at the existing SR 65/Whitney Ranch Parkway between Sunset Boulevard and Twelve Bridges Drive and terminates 1.5 miles to the southwest at Foothills Boulevard North. Phase I establishes full freeway access at SR 65 with the completion of the interchange and construction of a new roadway connection west to Foothills Boulevard North. It will provide alternative connections to Foothills Boulevard North to relieve congestion along SR 65 at Sunset Boulevard and Twelve Bridges Drive and along Industrial Avenue and Sunset Boulevard. Phase 1 also includes an overhead grade separation at the Union Pacific Railroad (UPRR) tracks parallel to Industrial Avenue. This provides vehicles a safe crossing of the railroad tracks and will reduce the number of vehicles using the

existing UPRR at-grade crossing at Athens Avenue and Industrial Avenue. This will also have benefits for UPRR operations.

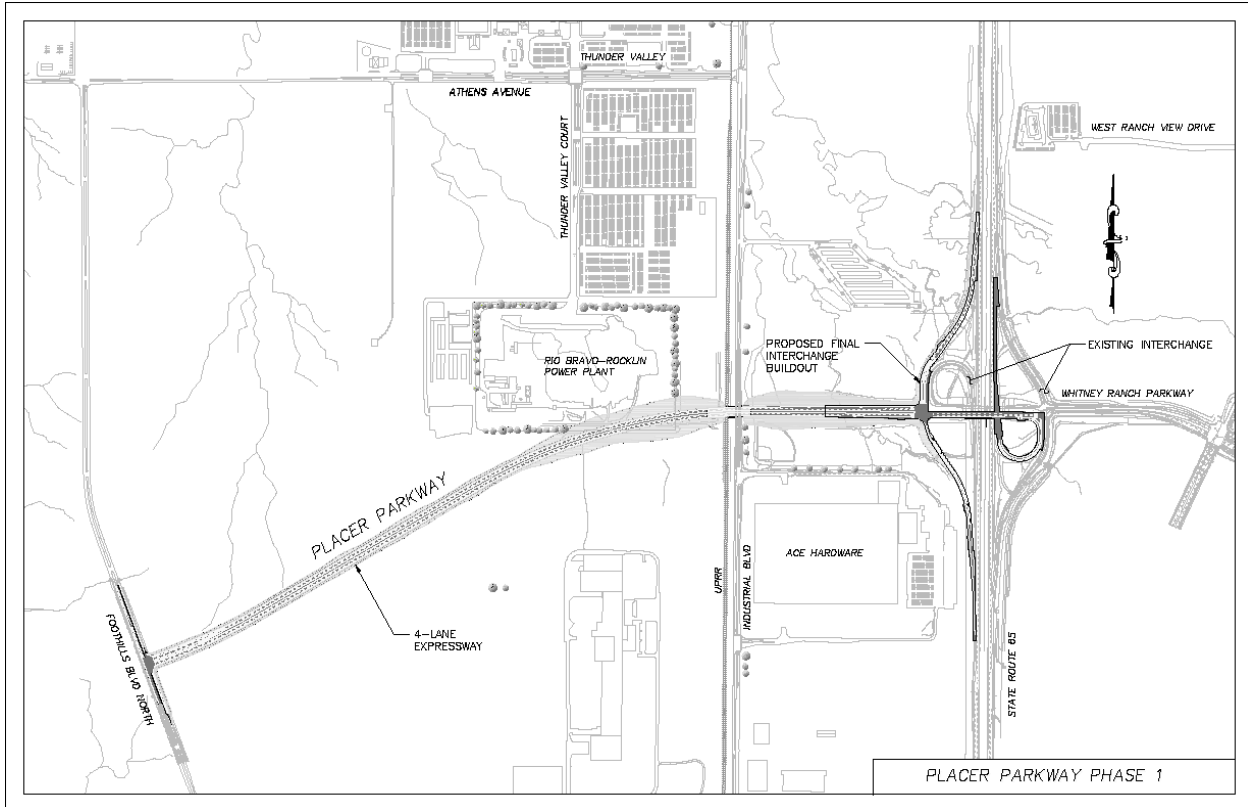


Exhibit BB - Grade Separation Project Description

Construction of a grade separation structure at the Athens Avenue railroad crossing that provides access to and from Athens Avenue and Industrial Boulevard. The Tribal Environmental Impact Report (TEIR) for the Thunder Valley Casino Expansion Project identified a cumulative impact associated with increased conflicts between automobiles and trains at the Athens Avenue grade crossing. The mitigation was to pay a fair share of a future grade separation project. Several alternatives were identified in the TEIR (Appendix G) with a raised intersection at Athens Avenue and Industrial Boulevard suggested as the recommended alternative. Subsequent study (Sunset/Industrial/Athens Operations Improvement Study, September 2010 by CH2MHill) identified a jug handle intersection at the intersection of Athens Avenue and Industrial Boulevard as a preferred alternative. Athens Avenue would be elevated over the existing railroad tracks and coming back down to grade east of Industrial Boulevard. A separate loop road would connect Athens Avenue and Industrial Boulevard. The existing signalized intersection would be removed and a new signalized intersection constructed at the loop road and Industrial Boulevard. Either alternative would totally separate automobile and train traffic and eliminate conflicts.

Exhibit CC - Connector Road Project Description

Exhibit DD – Exhibit Omitted

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Exhibit EE - Tentative Construction Schedule

PLACER PARKWAY

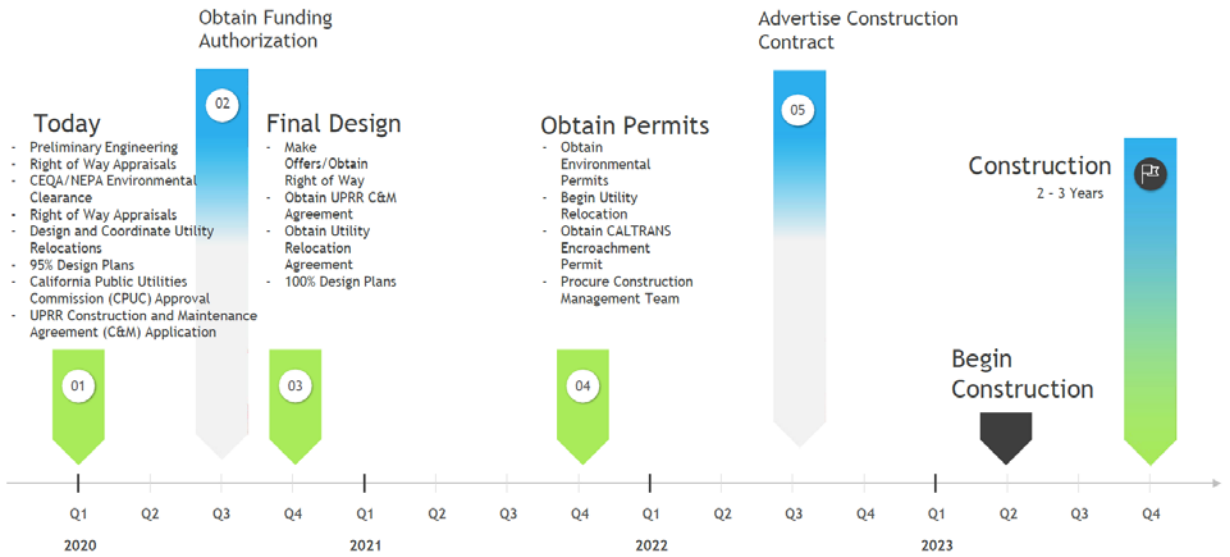


Exhibit FF - Resolution of Limited Waiver of Sovereign Immunity

RESOLUTION NO. _____

Tribal Resolution of
Limited Waiver of Sovereign Immunity

WHEREAS, the United Auburn Indian Community of the Auburn Rancheria (hereinafter the "Tribe") is a federally recognized Indian tribe; and

WHEREAS, the Tribal Council is the governing body of the Tribe and authorized to act on behalf of the Tribe; and

WHEREAS, the Tribe and the County of Placer ("County") entered into that certain Amended and Restated Memorandum of Understanding dated July 10, 2018, which addresses various matters of mutual interest between the Tribe and County ("MOU").

WHEREAS, the Tribe desires to enter into an agreement with the County known as the Funding and Reimbursement Agreement ("FARA") relating to the Placer Parkway Phase 1 Improvement Project ("Project"); and

WHEREAS, The FARA provides for funding commitments and other cooperative actions between the Tribe and County in conjunction with the anticipated development of the Project;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Tribal Council hereby adopts this Resolution of Limited Waiver of Sovereign Immunity through which it waives on a limited basis its sovereign immunity in favor of the County of Placer in conjunction with the FARA dated _____, 20__, a copy of which is attached hereto as Exhibit A.

2. The Tribal Council specifically adopts such FARA and all of its terms.

EXHIBIT C
Connector Road Project Description

EXHIBIT D
Placer Parkway Phase 1 Improvement Project Funding Summary

Estimated Project Cost:	\$58,000,000
UAIC Non-Reimbursable	\$9,000,000
UAIC Reimbursable	\$15,000,000
UAIC Athens Grade Separation	\$8,409,500
Reimbursable to County	
County Reimbursable	\$25,590,500

RESOLUTION NO. 20-13

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE PROPOSED SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY “TIER 2 FUNDING COMMITMENT AGREEMENT” TO ALLOW ADVANCE FUNDING FROM PLACER COUNTY AND THE UNITED AUBURN INDIAN COMMUNITY FOR CONSTRUCTION OF PLACER PARKWAY PHASE 1 IMPROVEMENTS, WITH PORTIONS OF THE ADVANCED FUNDING TO BE REIMBURSED FROM ONGOING COLLECTION OF SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY TIER II DEVELOPER IMPACT FEE

WHEREAS, Placer County and the United Auburn Indian Communities (UAIC) have entered or will enter into a Funding and Reimbursement Agreement (FARA) to work cooperatively to design, finance, and construct Phase 1 of the Placer Parkway Project (Project); and

WHEREAS, in the FARA UAIC has committed to advance to Placer County \$9 million on a non-reimbursable basis for use on the Project; and

WHEREAS, in the FARA, UAIC has agreed to advance to Placer County \$15 million for use on the Project, reimbursable to the UAIC; and

WHEREAS, in the FARA, UAIC has agreed to remit to County \$8,409,500 for payment of UAIC’s obligation of fair share contributions for Athens Avenue/UPRR/Industrial Avenue grade separation improvements and such remittance shall fully satisfy the required obligation, and Placer County has agreed to advance this funding for use on the Project, reimbursable to Placer County; and

WHEREAS, in the FARA, Placer County has agreed to advance an additional \$24 million for use on the Project, reimbursable to Placer County; and

WHEREAS, Placer County and UAIC will be reimbursed with interest equal to the Engineer News-Record (ENR) annual construction cost indices (CCI) for the “20-city” average and “San Francisco” from the South Placer Regional Transportation Authority (SPRTA) Tier 2 Fee Program as permit fees are collected from development within the SPRTA Tier 2 Fee Area on an ongoing basis; and

WHEREAS, the Tier 2 Funding Commitment Agreement requires authorized signatures from each of the SPRTA member agencies and SPRTA Board approval to be binding, those member agencies which include the City of Lincoln, the City of Rocklin, the City of Roseville, and Placer County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the South Placer Regional Transportation Authority (SPRTA) authorizes the Executive Director to execute the Tier 2 Funding Commitment Agreement on behalf of the South Placer Regional Transportation Authority (SPRTA).

PASSED AND ADOPTED by the Board of Directors of the South Placer Regional Transportation Authority (SPRTA) this second day December 2020, by the following vote on roll call:

AYES BOARD MEMBERS:

NOES BOARD MEMBERS:

ABSENT BOARD MEMBERS:

Chair

Executive Director

ATTEST:

Solvi Sabol, Planning Administrator

SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY

Technical Advisory Committee Meeting Minutes

November 17, 2020 – 2:00 p.m.

ATTENDANCE:

Ray Leftwich, City of Lincoln
Steve Prosser, City of Lincoln
Katie Jackson, Placer County
Jennifer Byous, Placer County
Richard Moorehead, Placer County
David Mohlenbrok, City of Rocklin
Justin Nartker, City of Rocklin
Laura Webster, City of Rocklin
Jake Hanson, City of Roseville
Lauren Hocker, City of Roseville
Mark Johnson, City of Roseville
Jason Shykowski, City of Roseville

STAFF:

Kathleen Hanley
Aaron Hoyt
Luke McNeel-Caird
Solvi Sabol

Placer Parkway Phase 1 Agreement

Luke McNeel-Caird congratulated the SPRTA jurisdictions for their cooperative effort in ensuring that Phase 1 of the Placer Parkway is moving forward. Approving Resolutions have been adopted by the cities of Roseville, Rocklin, and Lincoln. The SPRTA Board will take action on this at their December meeting, which the TAC concurred. Rich Moorehead explained that once Placer County works through finalizing funding, the agreement will be brought to the Board of Supervisors for approval.

Atlantic / Eureka Allocation

Luke McNeel-Caird explained that this allocation was approved by the SPRTA Board in 2015. The City of Roseville submitted their invoice for just under \$600,000. This will be paid and reflected in next year's cash flow update.

BOLD Funding Discussion

Luke McNeel-Caird said that all four agencies have resolutions in place for the Bond Opportunities for Land Development (BOLD) financing. This month, the SPRTA Board will be taking action to participate in this program adding that the participating jurisdictions will be able to apply for it for it under the SPRTA Tier I fee program. The TAC concurred.

Traffic Model Kickoff

Consultants: Gladys Cornell, AIM
Don Hubbard, WSP

Aaron Hoyt explained the RFP process for the Model and Fee Update and stated that the chosen consultant was WSP. It was noted that a comprehensive model update hasn't occurred since the late 1990's and that the current model is based on the SACMET model which is no longer supported by SACOG. Hoyt introduced project manager, Don Hubbard from WSP and Gladys Cornell from AIM consulting.

Mr. Hubbard provided background and went over the technical scope of work and timeline for the model and fee update process. Mr. Hubbard emphasized the importance of the procedural process. He explained that the model will be SB 743 compliant so that the jurisdictions can use the model for their own CEQA documents and or/or project development purposes. This will require information, metrics, and data from each of the jurisdictions. Hoyt said that we will send out an email on specifically what is needed. Luke explained that we are looking at purchasing big data and will bring back details to the TAC in January to start contract on February 1, 2021.

Luke explained that the public outreach element will serve to educate the public about transportation needs and funding shortfalls as part of the funding strategy. Gladys Cornell, AIM Consulting, gave an overview of the public outreach scope of work. She explained that the goal is to provide a transparent process to allow the stakeholders to have a voice throughout the process and provide clarity on how transportation projects are funded.

Other Items

It was requested that we discuss the timing for repayment of Tier II fee deferrals at a future TAC meeting.

Luke McNeel-Caird shared that CTC staff has recommended for approval for Placer County \$130 million in SB 1 grants under the Trade Corridor Enhancement Program (TCEP) and the Solutions for Congested Corridors (SCC) programs. This will go to the CTC for approval on Dec 2nd. Luke said the biggest news is the I-80 Auxiliary Lanes (\$33 million) now has construction funding and is currently in design.

SPRTA Board Meeting: December 2nd – 9:00 a.m.

Next SPRTA TAC Meeting: January 12th at 2:00 p.m.

The TAC meeting concluded at approximately 2:45 PM.

LM:ss