

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR  
JOINT POWERS AUTHORITY**

**AGENDA**

**BOARD MEETING**

**9:30 A.M., MONDAY, November 4, 2024**

**FOLSOM CITY HALL, COUNCIL CHAMBERS**

**50 NATOMA STREET, FOLSOM, CALIFORNIA**

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**1. CALL TO ORDER**

- 2. ROLL CALL** Directors Sarah Aquino (Alternate: Anna Rohrbough), John Hidahl (Alternate: George Turnboo), Pat Hume (Alternate: Sue Frost), Linda Budge (Alternate: Pat Hume), and David Sander (Alternate: Linda Budge)

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC COMMENT\***

**5. CONSENT**

- a. Approve Minutes for Regular Meeting of August 5, 2024
- b. Audit for 2022/2023
- c. Quarterly Budget Update
- d. Resolution: Destruction of files

**6. NEW BUSINESS**

- a. Approval of Excursion License Agreement for Placerville Sacramento Valley Railroad
- b. Information: Update regarding Rancho Cordova joining the SPTC-JPA
- c. Information and Direction: Master Plan
- d. Information: Member Agency Staff Reports
  - i. City of Folsom
  - ii. El Dorado County
  - iii. Sacramento County
  - iv. Sacramento Regional Transit

**7. CEO/COUNSEL COMMENTS**

**8. DIRECTORS' COMMENTS**

**9. NEXT MEETING: February 3, 2025**

**10. ADJOURNMENT**

**\*NOTE TO CITIZEN PARTICIPANTS**

It is the policy of the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority to encourage citizen participation in the meetings of the Board of Directors. At each open meeting members of the public shall be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. However, in order that the business scheduled for consideration at such meetings may be disposed of in an orderly manner, citizens wishing to address the Board on matters, not on the agenda, whose presentations may be lengthy or in the nature of request for action of some kind on the part of the Board, are requested to first discuss matters with the Chair or his/her designee. If an appearance before the Board is desired after such consultation, the subject matter may be calendared as an agenda item for a date and time convenient to the parties concerned.

The meeting is accessible to the disabled. In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the SPT-JPA's Secretary, Jen Thiot, by telephone at (916) 461-6712 or email at [jthiot@folsom.ca.us](mailto:jthiot@folsom.ca.us). Requests must be made as early as possible and at least two full business days before the start of the meeting.

# SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

Minutes of the Regular Meeting of the Board of Directors on  
August 5, 2024

**Call to Order:** The meeting was called to order at 9:30 a.m.

**Roll Call:** Present: Directors Aquino, Budge, Hidahl, and Sander (arrived at 9:35 a.m., left at 10 a.m.).  
Absent: Hume

**Public Comment:** No public comment

## **Consent**

**Items 5a & 5b:** Approval of Minutes and Quarterly Financial Report

A motion was made by Director Budge, seconded by Director Hidahl, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEMS:

- a. Approve Minutes for Regular Meeting of May 13, 2024.
- b. Quarterly Financial Report

## **New Business**

**Items 6a:** Resolutions honoring former CEO, Brett Bollinger, and appointing Brett Bollinger to Deputy Chief Executive Officer.

A motion was made by Director Sander, seconded by Director Hidahl, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEMS:

- Resolution No. 2024-08-04: Honoring Brett Bollinger on his resignation as CEO from the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA)

- Resolution No. 2024-08-05: Appointing Brett Bollinger as SPTC-JPA Deputy Chief Operating Officer. This resolution was passed with one edit. The title “Chief Operating Officer” was erroneously used once in the resolution, it was edited to say “Chief Executive Officer”.

Public comment was made by Jim Harville.

**Item 6b:** Update and Comments: Regarding the Excursion License Agreement for Placerville Sacramento Valley Railroad (PSVRR).

Vickie Sanders presented the staff report. Jim Harville from the PSVRR provided additional explanation. Public comment was made by Don Rose, Jenny McCormick, and Kris Payne.

**Item 6c:** Information: Presentation from Parker Development on Trail Connectivity

Director Hidahl introduced the item. He recognized that Board Alternate Supervisor George Turnbo was in the audience. Public comment was made by Jim Harville and Kris Payne.

**Item 6d:** Discussion: Master Plan Request for Proposal Discussion

Vickie Sanders presented the staff report. Public comments made by Don Rose, Kris Payne, and Jim Harville. The Board agreed to support the steps identified in the staff report moving forward.

**Item 6e:** Information and Direction: Rancho Cordova joining the SPTC-JPA

Vickie Sanders presented the staff report. Public comments made by Kris Payne and Jim Harville. The Board directed staff to meet with Rancho Cordova’s City Manager and ask if they would consider becoming a Member Agency.

**Item 6f:** Information: CEO/Member Agency Staff Reports. The following staff members reported on activity along their respective sections of the corridor.

- i. Brett Bollinger, City of Folsom: There is roadway track repair needed at the Broadstone Marketplace shopping center. A temporary fix is being made now and a more permanent repair will be made once the excursion rail is running again.
- ii. El Dorado County: Jennifer Franich updated the Board on the following three Federal Emergency Management Agency (FEMA) projects: The Latrobe Washout, Slate Creek Bridge, and Latrobe Creek Bridge. They prepared a report to go over the old hydrology report for the Latrobe Washout Program to outline the repairs needed and they have a meeting with them in August to go over it. For the Slate Creek Bridge and

the Latrobe Creek Bridge, the County just received an engineering report back from their engineering consultant that included cost estimates. Costs are estimated at several hundred thousand dollars. They will then submit that information to FEMA.

Mark Cory, from the El Dorado County Museum and Railroad. She explained that the chemicals they used for weed abatement along the corridor in the spring were not very effective and they are looking into a solution.

George Turnboo asked that Director Hidahl step out so that he could speak regarding BioMass. He says that El Dorado County has been working to bring BioMass to their county.

- iii. Sacramento County: Mathew Darrow gave an update regarding a 25 million dollar grant they have received for a US50 and Hazel Avenue interchange project. They are beginning the process of acquiring real estate and design. Construction is anticipated to begin in 2027.
- iv. Sacramento Regional Transit: The Folsom Doubletrack Project is still underway and is due to be completed in November 2024. The new S700 train cars are scheduled to begin running in September.

### **Directors' Comments**

The next meeting will be the Regular Board Meeting on November 4, 2024.

The meeting was adjourned at 11:06 a.m.

I hereby certify that the Board of Directors approved the foregoing minutes at its Board Meeting on August 5, 2024.

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Jennifer Thiot, Board Secretary

# STAFF REPORT

Board Meeting Date: November 4, 2024

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Resolution: Approve Independent Audit for FY 22/23

AGENDA ITEM  
NO. 5b

## **DISCUSSION:**

Mann Urritia Nelson CPAs & Associates, LLP (MUN CPA) has completed the audit of the JPA's records for FY 22/23.

The audit report has concluded that there are no findings of non-compliance and that the JPA's operations are in conformity with generally accepted accounting principles. The management letter accompanying each audited financial statement notes recommendations for improved financial reporting practices. Recommendations include performing bank reconciliations promptly and financial reports be submitted to the Board of Directors on a timely basis.

The recommendations provided by the MUN CPA for the FY 21/22 year end audit and the recommendations for the FY 22/23 year end audit are identical. The FY 21/22 year end audit concluded in July 2023. Based on the recommendations that were provided, changes were implemented to improve internal controls and efficiency in response. However, the changes were implemented in August 2023, after the year end for FY 22/23, and therefore not reflected in this most recent FY 22/23 year end audit.

In response to the financial reporting recommendations provided by MUN CAP, the policy of reconciling records in QuickBooks monthly, and within the period following when the monthly report is received from the County, has been implemented. The reconciliations are emailed from the Secretary to the CEO. Invoices are entered as they are received into QuickBooks, and before they are sent to the County for processing. The Secretary provides a Quarterly Financial Update as an agenda item for the Board at their quarterly meetings.

## **BOARD ACTION:**

Staff recommends that the Board approve the audited financial statements for FY 22/23.



September 3, 2024

To the Board of Directors  
Sacramento-Placerville Transportation Corridor Joint Powers Authority  
Sacramento, California

We have audited the financial statements of the governmental activities and the major fund of Sacramento-Placerville Transportation Corridor Joint Powers Authority (The "Authority") for the year ended June 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 9, 2024. Professional standards also require that we communicate to you the following information related to our audit.

#### Significant Audit Matters

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the Authority adopted Governmental Accounting Standards Statement No 91, *Conduit Debt Obligations*, No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, and No. 96, *Subscription-Based Information Technology Arrangements*. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no significant estimates affecting the Authority's financial statements.

The financial statement disclosures are neutral, consistent, and clear.

##### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

##### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

##### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

##### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated September 3, 2024.

##### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Authority's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis and the budgetary comparison schedule, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of the Authority, and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

MUN CPAs, LLP

MUN CPAs, LLP





## Management Letter

September 3, 2024

To the Board of Directors and Management  
Sacramento-Placerville Transportation Corridor Joint Powers Authority  
Sacramento, California

In planning and performing our audit of the financial statements of Sacramento-Placerville Transportation Corridor Joint Powers Authority (the "Authority") as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

However, during our audit we became aware of deficiencies in internal control other than significant deficiencies and material weaknesses and matters that are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. We previously communicated to you about the Authority's internal control in our letter dated May 9, 2024. This letter does not affect our report dated September 3, 2024, on the financial statements of the Authority.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various Authority personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management, Board of Directors, and others within the Authority, and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

MUN CPAs, LLP

MUN CPAs, LLP

**Sacramento-Placerville Transportation Corridor Joint Powers Authority**  
**Communication of Control Deficiencies and Recommendations**  
**June 30, 2023**

**Financial Reporting**

During our audit we noted bank reconciliations were not performed timely and there was no indication of review and approval of the reconciliations. In addition, we noted financial information is not provided to the Board of Directors for review on a regular basis. We recommend the Authority review policies and procedures to ensure monthly bank reconciliations are completed and financial reports are submitted to the Board of Directors on a timely basis.

**Management's Response:**

The recommendations provided at the conclusion of the 2022 year-end and the 2023 year-end are identical. The 2022 year-end audit concluded in July 2023. Management implemented changes to improve our internal controls and efficiency in response. However, the changes were not reflected in this most recent 2023 year-end audit because they were implemented in August 2023 (after the year-end).

In response to the financial reporting recommendations, we have implemented the policy of reconciling our records in QuickBooks monthly, and within the period following when the monthly report is received from the County. The reconciliations are emailed from the Secretary to the CEO. Management enters invoices as they are received into QuickBooks, before they send them to the County for processing. The Secretary provides a Quarterly Financial Update as an agenda item for the Board at their quarterly meetings.

**Sacramento-Placerville Transportation Corridor Joint Powers Authority**  
**Status of Prior Year Control Deficiencies**  
**June 30, 2023**

**Financial Reporting**

We recommend the Authority review policies and procedures to ensure monthly bank reconciliations are completed and financial reports are submitted to the Board of Directors on a timely basis.

**Status**

Not implemented.

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**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**  
**ANNUAL FINANCIAL STATEMENTS**  
**AND**  
**INDEPENDENT AUDITOR'S REPORT**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

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**MUN CPAS, LLP**  
**1760 CREEKSIDE OAKS DRIVE, SUITE 160**  
**SACRAMENTO, CALIFORNIA 95833**

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Sacramento-Placerville Transportation Corridor Joint Powers Authority  
Sacramento, California

### **Report on the Audit of the Financial Statements**

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and the major fund of Sacramento-Placerville Transportation Corridor Joint Powers Authority (the Authority), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Sacramento-Placerville Transportation Corridor Joint Powers Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of Sacramento-Placerville Transportation Corridor Joint Powers Authority, as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Sacramento-Placerville Transportation Corridor Joint Powers Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 3, 2024, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

MUN CPAs, LLP

Sacramento, California  
September 3, 2024

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2023**

As Management of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (the Authority), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the fiscal year ended June 30, 2023. We encourage readers to consider the information presented here in conjunction with the Authority's basic financial statements following this section.

**FINANCIAL HIGHLIGHTS**

The Authority's annual operating budget for fiscal year 2022/2023 was \$110,000, which is the same as fiscal year 2021/2022 budget of \$110,000.

The fiscal year 2022/2023 operating budget of \$110,000 was funded by a \$27,500 contribution from each member agency.

The Authority's capital asset value is \$14,839,553.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements which have the following components, in addition to management's discussion and analysis: 1) Authority-wide financial statements, 2) fund financial statements, 3) notes to the financial statements and 4) required supplementary schedules. The Authority-wide and fund financial statements are presented on pages 6 - 9.

As the Authority's Board of Directors is appointed by governmental agencies, the Authority adopted Governmental Accounting Standards Board (GASB). The Authority has only one governmental type fund.

**AUTHORITY-WIDE FINANCIAL**

The Authority-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the Authority's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating.

The Statement of Activities presents information showing how the Authority's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

**FUND FINANCIAL STATEMENTS**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Authority uses fund accounting to ensure and demonstrate compliance with finance-related contractual requirements. The Authority has one fund which is governmental-type fund.

Governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Because the focus of governmental funds is narrower than that of the Authority-wide financial statements, it is useful to compare the information presented for the governmental fund with similar information presented for governmental activities. The governmental fund balance sheet provides a reconciliation detailing the difference between the governmental fund and the governmental activities.

**NOTES TO THE FINANCIAL STATEMENTS**

The notes provide additional information that is essential to a full understanding of the data provided in the Authority-wide and fund financial statements. The notes to the financial statements can be found on pages 10 - 17 of this report.



**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2023**

**AUTHORITY-WIDE FINANCIAL ANALYSIS**

**Sacramento-Placerville Transportation Corridor Joint Powers Authority  
Summary of Net Position  
Authority-Wide Activities  
As of June 30, 2023 and 2022**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Increase/(Decrease)</u>
Assets			
Current Assets	\$ 353,933	\$ 316,394	\$ 37,539
Other Assets	<u>14,839,553</u>	<u>14,839,553</u>	<u>-</u>
Total Assets	<u>15,193,486</u>	<u>15,155,947</u>	<u>37,539</u>
Liabilities			
Current Liabilities	<u>33,165</u>	<u>24,604</u>	<u>8,561</u>
Total Liabilities	<u>33,165</u>	<u>24,604</u>	<u>8,561</u>
Net Position			
Investment in capital assets	14,839,553	14,839,553	-
Unrestricted	<u>320,768</u>	<u>291,790</u>	<u>28,978</u>
Total Net Position	<u>\$ 15,160,321</u>	<u>\$ 15,131,343</u>	<u>\$ 28,978</u>

Net position represents the difference between the Authority's resources and its obligations. At June 30, 2023, approximately 98% of the Authority's net position was invested in land.

**Sacramento-Placerville Transportation Corridor Joint Powers Authority  
Statement of Activities  
Authority-Wide Activities  
As of June 30, 2023 and 2022**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Increase/(Decrease)</u>
Revenues			
Program revenues			
Charges for services			
Permit fees	\$ 100	\$ 300	\$ (200)
Interest income	11,736	2,082	9,654
Contributions			
Member contributions	<u>110,000</u>	<u>110,000</u>	<u>-</u>
Total Revenues	<u>121,836</u>	<u>112,382</u>	<u>9,454</u>
Expenditures			
Land preservation	<u>92,858</u>	<u>101,406</u>	<u>(8,548)</u>
Increase (Decrease) in Net Position	28,978	10,976	18,002
Fund Balance - July 01, 2022	<u>15,131,343</u>	<u>15,120,367</u>	<u>-</u>
Fund Balance - June, 30, 2023	<u>\$ 15,160,321</u>	<u>\$ 15,131,343</u>	<u>\$ 28,978</u>

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2023**

**AUTHORITY BUDGET ANALYSIS**

The Authority's Board of Directors approved the proposed 2022/2023 budget in May 2022. The budget-to-actual schedule for the year is shown on page 18.

**FINANCIAL ANALYSIS OF THE AUTHORITY'S FUNDS**

The focus of the Authority's funds, all of which are governmental type funds, is to provide information on near-term inflows, outflows, and balances of expendable resources. Such information may serve as a useful measure of the Authority's net resources available for spending for program purposes at the end of the fiscal year.

As of the end of the current fiscal year, the Authority's fund balances totaled \$320,768. The Authority's major source of revenue is from member contributions. The Authority's typical major expenditures are for management fees and legal fees. Capital assets are not shown on the fund statements since they are not available for near term financing of the Authority's operations.

**CAPITAL ASSETS**

As of June 30, 2023, the Authority's investment in capital assets was \$14,839,553. Capital assets are stated at cost, net of accumulated depreciation. This investment in capital assets includes land, land improvements, construction in progress, and equipment.

**ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

In May 2023, the JPA board adopted an operating budget in the amount of \$110,000 for the fiscal year 2023/2024, which is same as the fiscal year 2022/2023 budget (\$110,000).

The member agencies annual contributions for fiscal year 2023/2024 will be the same as the previous fiscal year \$27,500. The annual operating budget will be funded entirely by member agency contributions.

In the year 2000, the Authority's Board adopted a "Continuing Funding Agreement" by which the member agencies agreed to contribute up to 25% of the annual budget adopted by the Authority for each fiscal year. The \$27,500 member contribution for fiscal years 2022/2023 and 2023/2024 is under the limit set by the Continuing Funding Agreement.

**CONTACTING THE AUTHORITY'S MANAGEMENT**

This financial statement is designed to provide a general overview of the Authority's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Executive Director, SPTC JPA, 50 Natoma St, Folsom, CA 95630 or by calling (916) 924-8800.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
STATEMENT OF NET POSITION  
JUNE 30, 2023**

**ASSETS**

Cash and investments (Note 2)	\$ 353,111
Interest receivable	822
Capital assets (Note 4):	
Non-depreciable	14,839,553
Total Capital Assets, net	14,839,553

**TOTAL ASSETS** **\$ 15,193,486**

**LIABILITIES**

Accounts payable	\$ <u>33,165</u>
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**TOTAL LIABILITIES** **33,165**

**NET POSITION**

Investment in capital assets	14,839,553
Unrestricted	320,768
Total Net Position	15,160,321

**TOTAL LIABILITIES AND NET POSITION** **\$ 15,193,486**

The accompanying notes are an integral part of these financial statements.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2023**

<b>Functions/Programs</b>	<b>Expenses</b>	<b>Program Revenues</b>		<b>Net (Expense) Revenue and Changes in Net Position</b>
		<b>Charges for Services</b>	<b>Member Contributions</b>	
<b>PRIMARY GOVERNMENT</b>				
Governmental activities:				
Land preservation	\$ <u>92,858</u>	\$ <u>100</u>	\$ <u>110,000</u>	\$ <u>17,242</u>
Total governmental activities	\$ <u>92,858</u>	\$ <u>100</u>	\$ <u>110,000</u>	<u>17,242</u>
General revenues:				
Interest income				<u>11,736</u>
Total general revenues				<u>11,736</u>
Change in net position				28,978
Net position - July 1, 2022				<u>15,131,343</u>
Net position - June 30, 2023				\$ <u>15,160,321</u>

The accompanying notes are an integral part of these financial statements.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**  
**BALANCE SHEET**  
**GOVERNMENTAL FUND**  
**JUNE 30, 2023**

	<u>General Fund</u>
<b><u>ASSETS</u></b>	
Cash and investments	\$ 353,111
Interest receivable	<u>822</u>
Total Assets	<u>\$ 353,933</u>
<b><u>LIABILITIES AND FUND BALANCES</u></b>	
<b>LIABILITIES</b>	
Accounts payable	\$ <u>33,165</u>
Total Liabilities	<u>33,165</u>
<b>FUND BALANCE</b>	
Unassigned	<u>320,768</u>
Total Fund Balance	<u>320,768</u>
<i>Amounts reported for governmental activities in the Statement of Net Position are different because:</i>	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds, net of accumulated depreciation of \$2,470.	<u>14,839,553</u>
Net position of governmental activities	<u>\$ 15,160,321</u>

The accompanying notes are an integral part of these financial statements.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GOVERNMENTAL FUND  
FOR THE YEAR ENDED JUNE 30, 2023**

	<b>General Fund</b>
<b><u>REVENUES</u></b>	
Program Revenues	
Charges for services	
Permit fees	\$          100
Interest income	11,736
Contributions	
Member contributions	110,000
<b>Total Revenues</b>	<b>121,836</b>
 <b><u>EXPENDITURES</u></b>	
Land Preservation	
Administrative	70,545
Legal	17,214
Maintenance	5,099
<b>Total Expenditures</b>	<b>92,858</b>
<b>Change in Fund Balance</b>	28,978
<b>Fund Balance - Beginning of Year</b>	<b>291,790</b>
<b>Fund Balance - End of Year</b>	<b>\$ 320,768</b>

The accompanying notes are an integral part of these financial statements.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
JUNE 30, 2023**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Sacramento-Placerville Transportation Corridor Joint Powers Authority, (the "Authority"), was formed in 1991 for the purpose of acquiring the Southern Pacific Transportation Company's Placerville Branch (Rail Corridor), and to provide reciprocal use agreements for transportation and transportation preservation uses as may be desired by the agencies. The Authority was formed by the Sacramento Regional Transit Authority, County of Sacramento, City of Folsom, and County of El Dorado. The Authority is a separate legal entity and not a component unit of any of the founding governmental members.

The Authority acquired title to the Rail Corridor on September 6, 1996 formerly owned by the Southern Pacific Transportation Company. Concurrently with the acquisition of the Rail Corridor, the Authority entered into a Reciprocal Use and Funding Agreement with its member agencies and granted to each member agency a broad general-use easement over its respective allocated portion of the Rail Corridor. Under the terms of the respective easement over its respective allocated portion of the Rail Corridor. Under the terms of the perspective easement agreements, each member agency has the right to use its allocated portion of the Rail Corridor, subject to certain limitations, and has primary responsibility for property maintenance. The Authority retains ownership of the fee title and grants permits, licenses, leases easements and other third-party use agreements, if requested by its member agencies. The Authority's Chief Executive Officer is authorized to execute any such third-party agreement upon receipt of a written request from the member agency holding an easement for the affected portion of the Rail Corridor. The Authority exists primarily to provide unified ownership of the Rail Corridor, to facilitate coordination of uses of the Rail Corridor, and to protect the overall integrity and continuity of the Rail Corridor.

Each member of the Authority contributed cash for their share of the corridor prorated by the portion of the corridor running through their respective geographic regions. Initial member contributions were as follows:

City of Folsom	\$	3,239,931
Sacramento Regional Transit Authority		8,105,010
County of Sacramento		526,515
County of El Dorado		<u>2,835,716</u>
	\$	<u><u>14,707,172</u></u>

The financial statements of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental agencies. The Governmental Accounting Standards Board is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the Authority are described below.

**A. Authority-wide and Fund Financial Statements**

The Authority-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information about the reporting entity as a whole.

The accounts of the Authority are organized on the basis of funds. A fund is a separate accounting entity with a self-balancing set of accounts. Each fund was established for the purpose of accounting for specific activities in accordance with applicable regulations, restrictions, or limitations. Major individual funds are reported as separate columns in the fund financial statements.

Currently, the Authority only has one fund.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**JUNE 30, 2023**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, governmental activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets and deferred outflows of resources, and all liabilities and deferred inflows of resources (whether current or noncurrent) associated with the operation of these funds are reported.

All governmental funds are accounted for using a "current financial resources" measurement focus. With this measurement focus, only current assets and deferred outflows of resources, and current liabilities and deferred inflows of resources generally are included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset is used. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when "measurable and available." Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The Authority defines available to be within 60 days of year-end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred. Governmental capital asset acquisitions are reported as expenditures in governmental funds.

**C. Governmental Fund**

The Authority reports the following major governmental fund:

General Fund - This fund is established to account for resources devoted to the administration of the activities of the Authority and excludes those resources required to be accounted for in another fund.

**D. Operations**

The Authority is governed by an independent Board of Directors. Administrative services are provided by staff members from the City of Folsom as the Authority has no employees of its own. The accounting function of the Authority is contracted to the County of Sacramento.

**E. Cash**

The Authority's cash is pooled with the County of Sacramento for investment purposes.



**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
JUNE 30, 2023**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**F. Capital Assets**

The Authority capitalizes all land, land improvements, furniture and fixtures, and equipment purchases with costs in excess of \$1,000 and a useful life of one year or more.

Capital asset acquisitions are recorded at cost. Contributions are recorded at acquisition value on the date of contribution. Non-monetary land trades are valued at the historical cost of the land relinquished.

Capital assets are depreciated using the straight-line method, over the following estimated useful lives:

Equipment	5 Years
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**G. Fund Equity**

The Authority-wide financial statements utilize a net position presentation. Net position is categorized as investment in capital assets, and unrestricted.

Investment in Capital Assets - This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt, if any, that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category.

Unrestricted Net Position - This category represents the net position of the Authority not restricted for any project or other purpose.

The Authority's governmental fund statements utilize a fund balance presentation. Fund balances are categorized as nonspendable, restricted, committed, assigned, and unassigned. Currently, the Authority only has unassigned fund balances.

Unassigned Fund Balance - This category presents the portion of the fund balance that does not fall into nonspendable, restricted, committed, or assigned and are expendable.

**H. Member Contributions**

Per the Reciprocal Use and Funding Agreement, each member shall contribute an equal contribution annually for the operations of the Authority. The Authority's board sets the annual contributions at its May board meeting after adopting its annual budget. Members are billed July 1st of each fiscal year.

**I. Use of Estimates**

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
JUNE 30, 2023**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**J. Implementation of Governmental Accounting Standards Board Statements**

Effective July 1, 2022, the Authority implemented the following accounting and financial reporting standards:

Governmental Accounting Standards Board Statement No. 91

In May 2019, GASB issued Statement No. 91, *Conduit Debt Obligations*. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. The Authority adopted this accounting guidance for its June 30, 2023 year-end. There was no impact to the Authority's financial statements as a result of adopting this standard.

Governmental Accounting Standards Board Statement No. 94

In March 2020, GASB issued Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). A PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). An APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction. The Authority adopted this accounting guidance for its June 30, 2023 year-end. There was no impact to the Authority's financial statements as a result of adopting this standard.

Governmental Accounting Standards Board Statement No. 96

In May 2020, GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for governments, defines a SBITA, establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding liability, provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA, and requires note disclosures regarding a SBITA. The Authority adopted this accounting guidance for its June 30, 2023 year-end. There was no impact to the Authority's financial statements as a result of adopting this standard.

**K. Future Governmental Accounting Standards Board Statements**

These statements are not effective until July 1, 2023 or later.

Governmental Accounting Standards Board Statement No. 99

In April 2022, GASB issued Statement No. 99, *Omnibus 2022*. The primary objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. The Authority has not determined what impact, if any, this pronouncement will have on the financial statements. The requirements of this statement related to leases, PPPs and SBITAs are effective for the Authority's fiscal year ending June 30, 2023 and the requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for the Authority's fiscal year ending June 30, 2024.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**JUNE 30, 2023**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Governmental Accounting Standards Board Statement No. 100

In June 2022, GASB issued Statement No. 100, *Accounting Changes and Error Corrections - An Amendment of GASB Statement No. 62*. The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The requirements of this statement are effective for the Authority's fiscal year ending June 30, 2024.

Governmental Accounting Standards Board Statement No. 101

In June 2022, GASB issued Statement No. 101, *Compensated Absences*. The primary objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences by aligning the recognition and measurement guidance under a unified model and amending certain previously required disclosures. The requirements of this statement are effective for the Authority's fiscal year ending June 30, 2025.

Governmental Accounting Standards Board Statement No. 102

In December 2023, GASB issued Statement No. 102, *Certain Risk Disclosures*. The primary objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. A *concentration* is defined as a lack of diversity related to an aspect of a significant inflow of resources or outflow of resources. A *constraint* is a limitation imposed on a government by an external party or by formal action of the government's highest level of decision-making authority. The requirements of this statement are effective for the Authority's fiscal year ending June 30, 2025.

Governmental Accounting Standards Board Statement No. 103

In April 2024, GASB issued Statement No. 103, *Financial Reporting Model Improvements*. The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. The requirements of this statement are effective for the Authority's fiscal year ending June 30, 2026.

**NOTE 2: CASH AND INVESTMENTS**

Cash and investments at June 30, 2023 were classified in the accompanying financial statements as follows:

Pooled Funds:	
Cash in County Treasury	\$ <u>353,111</u>
Total Cash and Investments	\$ <u><u>353,111</u></u>

The County of Sacramento maintains a cash investment pool that is available for use by all fund participants. The share of each fund participant's cash and investments in the pool is separately maintained and interest thereon is appropriated to each fund based on its average balance.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
JUNE 30, 2023**

**NOTE 2: CASH AND INVESTMENTS (CONTINUED)**

**Investments**

The Authority's investment policy, in conformity with applicable California General Statutes, authorizes investments in Sacramento County pooled funds. The value of the position in the pool is the same as the pool shares. These investments are not categorized since these funds and pool contain a diversified portfolio of securities within each category as defined in the following paragraph:

Category 1 includes investments that are insured or registered or for which collateral is held by the Authority or its agent in the Authority's name. Category 2 includes uninsured and unregistered investments for which the securities are held by the broker or dealer or its trust department in the Authority's name. Category 3 includes unsecured and unregistered investments for which securities are held by the broker or dealer or by its trust department or agent but not in the Authority's name.

**Cash in County Treasury**

The County of Sacramento Treasury (the Treasury), acts as a bank for the Authority's cash transactions. Interest income is prorated to the Authority based on the average cash balance maintained in the pool. Interest earned on grant funds is remitted to the grantors or used for program purposes. The County of Sacramento Treasurer's investment pool is subject to regulatory oversight by the Treasury Oversight Committee, as required by California Government Code Section 27134. The value of the pool shares which may be withdrawn is determined on an amortized cost basis, which may be different than the fair value of the Authority's position in the pool. Participants' equity in the investment pool is determined by the dollar amount of the participant deposits, adjusted for withdrawals and distributed income. This method differs from the fair value method used to value investments in these financial statements in that unrealized gains or losses are not distributed to pool participants. The Treasury is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et seq. The funds maintained by the Treasury are either secured by federal depository insurance or are collateralized. The Treasury is restricted by Government Code Section 53635, pursuant to Section 53601, to invest in time deposits; U.S. government securities; state registered warrants, notes, or bonds; the State Treasurer's investment pool; bankers' acceptances; commercial paper; negotiable certificates of deposit; and repurchase or reverse repurchase agreements. The investment policy and a number of reports regarding investment positions and performance of the external investment pool are available at the County of Sacramento webpage.

**Investments Authorized by the Authority's Investment Policy**

The table below identifies the investment types authorized for the Authority by the California Government Code Section 53601. This table also identifies certain provisions of the California Government Code that address interest rate risk, credit risk, and concentration of credit risk.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
U.S. Treasury Notes and Agency Obligations	5 years	100%	None
Bonds issued by Local Agencies	5 years	80%	10%
Registered State Warrants and Municipal Notes	5 years	80%	10%
Bankers Acceptances	180 days	40%	10%
Commercial Paper	270 days	40%	10%
Negotiable Certificates of Deposit	180 days	30%	10%
CRA Bank Deposits/Certificates of Deposit	1 year	30%	10%
Repurchase Agreements	1 year	30%	10%
Reverse Repurchase Agreements	92 days	20%	10%
Medium-Term Corporate Notes	180 days	20%	10%
Shares of a Money Market Mutual Fund	Per SEC regulations		
Collateralized Mortgage Obligations	180 days	20%	10%
Local Agency Investment Fund (LAIF)	N/A	State Limit	\$50 million

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
JUNE 30, 2023**

**NOTE 2: CASH AND INVESTMENTS (CONTINUED)**

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the fair values of investments with longer maturities have a greater sensitivity to changes in market interest rates. As of June 30, 2023, the weighted average maturity of the investments contained in the Treasury investment pool was approximately 259 days.

**Credit Risk**

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Treasury investment pool does not have a rating provided by a nationally recognized statistical rating organization.

**NOTE 3: MEMBER CONTRIBUTIONS**

Contributions from members for the year ended June 30, 2023, consisted of the following:

City of Folsom	\$	27,500
Sacramento Regional Transit Authority		27,500
County of Sacramento		27,500
County of El Dorado		<u>27,500</u>
<b>Total Member Contributions</b>	<b>\$</b>	<b><u>110,000</u></b>

**NOTE 4: CAPITAL ASSETS**

On September 6, 1996 the Southern Pacific Transportation Company (seller) transferred its rights, title, and interest in those portions of the Rail Corridor held in fee or by easement and quick claimed all its rights, title and interest by grant, without warranty of any kind, whether oral or written, expressed or implied, whether existing by common law or by statute or any other manner to the Authority.

The Rail Corridor acquired consists of a 54 mile rail corridor extending from Sacramento, California to Placerville, California.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
JUNE 30, 2023**

**NOTE 4: CAPITAL ASSETS (CONTINUED)**

Capital asset activity for the year ended June 30, 2023, was as follows:

	<u>Balance at July 1, 2022</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance at June 30, 2023</u>
<b>Capital assets not being depreciated</b>				
Land	\$ 14,707,172	\$ -	\$ -	\$ 14,707,172
Construction-in-progress	<u>132,381</u>	<u>-</u>	<u>-</u>	<u>132,381</u>
<b>Total capital assets not being depreciated</b>	<u>14,839,553</u>	<u>-</u>	<u>-</u>	<u>14,839,553</u>
<b>Capital assets being depreciated</b>				
Equipment	<u>2,470</u>	<u>-</u>	<u>-</u>	<u>2,470</u>
<b>Total capital assets being depreciated</b>	<u>2,470</u>	<u>-</u>	<u>-</u>	<u>2,470</u>
<b>Less: accumulated depreciation</b>				
Equipment	<u>(2,470)</u>	<u>-</u>	<u>-</u>	<u>(2,470)</u>
<b>Total accumulated depreciation</b>	<u>(2,470)</u>	<u>-</u>	<u>-</u>	<u>(2,470)</u>
Total capital assets being depreciated, net	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Capital Assets, net</b>	<u>\$ 14,839,553</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,839,553</u>

There was no depreciation expense for the year ended June 30, 2023.

**NOTE 5: MANAGEMENT COMPANY**

The City of Folsom (Management Company), provided management services for the Authority. The Authority pays the Management Company a monthly fee based on the number of hours the City of Folsom's employees spend on the Authority's behalf. The Authority paid the Management Company \$19,161 for the year ended June 30, 2023.

**NOTE 6: SUBSEQUENT EVENTS**

Subsequent events have been evaluated through September 3, 2024, which is the date the financial statements were available to be issued. No events occurred subsequent to the balance sheet date that require accrual or adjustment to the carrying balances of assets and liabilities in the balance sheet.

**REQUIRED SUPPLEMENTARY INFORMATION**

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
GENERAL FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL  
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES</u></b>				
Program Revenues				
Charges for services				
Permit fees	\$ -	\$ -	\$ 100	\$ 100
Interest income	-	-	11,736	11,736
Contributions				
Member contributions (Note 3)	<u>110,000</u>	<u>110,000</u>	<u>110,000</u>	<u>-</u>
Total Revenues	<u>110,000</u>	<u>110,000</u>	<u>121,836</u>	<u>11,836</u>
<b><u>EXPENDITURES</u></b>				
Land Preservation:				
Chief Executive Officer	50,000	50,000	19,161	30,839
JPA general counsel	17,000	17,000	17,214	(214)
Annual audit	9,000	9,000	-	9,000
Treasury services	6,000	6,000	25,194	(19,194)
Maintenance allowance	12,000	12,000	29,585	(17,585)
Insurance	10,000	10,000	1,339	8,661
Permit expenses	-	-	365	(365)
Contingency	<u>6,000</u>	<u>6,000</u>	<u>-</u>	<u>6,000</u>
Total Expenditures	<u>110,000</u>	<u>110,000</u>	<u>92,858</u>	<u>17,142</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	28,978	<u>\$ (5,306)</u>
Fund balance - July 1, 2022			<u>291,790</u>	
Fund balance - June 30, 2023			<u>\$ 320,768</u>	



**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
BUDGETARY ACCOUNTING AND CONTROL  
FOR THE YEAR ENDED JUNE 30, 2023**

Budgetary Information

The amounts reported as the original budgeted amounts in the budgetary schedule reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary schedule reflect the amounts after all budget amendments have been accounted for.

Budgetary Controls

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. Annual budget requests are submitted by the Authority's staff to the Board of Directors for review and approval.

## OTHER REPORTS



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
Sacramento-Placerville Transportation Corridor Joint Powers Authority  
Sacramento, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Sacramento-Placerville Transportation Corridor Joint Powers Authority (the Authority) as of and for the year-ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated September 3, 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

MUN CPAs, LLP

Sacramento, California  
September 3, 2024

# STAFF REPORT

Board Meeting Date: November 4, 2024

Page 1 of 2

**INFORMATION: Quarterly Budget Update for the First Quarter of Fiscal Year 2024/25**

**AGENDA ITEM  
NO. 5c**

**DISCUSSION:**

It has been recommended that staff include a quarterly update of the JPA budget in each Board agenda. The Board Secretary has prepared the following summary covering the first quarter (July through September) of Fiscal Year 2024/25.

**SPTC-JPA Budget Reconciliation Fiscal Year 2024/25**

Starting JPA “Bank Account” for FY 24/25:	\$ 224,700.40
• Operating Budget Expenses (through Q1):	\$ 30,103.76
• Capital Program Budget Expenses (through Q1):	\$ 0
• Annual Contributions (through Q1)	\$ 82,500.00
• Interest Earned 24/25:	<u>\$ 0</u>
• “Bank Account” for 24/25 (as of 09/30/24)	\$277,096.64

**OPERATING BUDGET**

	OPERATING BUDGET/ LINE ITEM	ADOPTED FY 2023/24 BUDGET	EXPENDED 1st QUARTER FY 2024/25 (Jul-Sept)	REMAINING FY2023/24 BUDGET
	1. Administrative	\$80,000.00	\$6,000.00	\$74,000.00
	2. Legal	\$25,000.00	\$12,880.00	\$12,120.00
	3. Audit Fees	\$11,000.00	\$10,900.00	\$100.00
	4. Accounting	\$7,000.00	\$323.76	\$6,676.24
	5. Maintenance	\$17,000.00	\$0	\$17,000.00
	6. Insurance	\$2,000.00	\$0	\$2000.00
	7. Contingency	\$4,000.00	\$0	\$4,000.00
	<b>TOTAL</b>	<b>146,000.00</b>	<b>\$30,103.76</b>	<b>\$115,896.24</b>

**CAPITAL PROGRAM BUDGET**

Nature Trail Project	
Nature Trail Supplies:	\$ 10,000.00
Expended:	\$ 0.00
Nature Trail Environmental Surveys, Helix:	\$ 45,063.95
Expended:	\$ <u>0</u>
Program Budget Remaining:	\$ 55,063.95
Total Expended Capital Program Budget in FY24/25:	\$ 0

**BOARD ACTION:**

Information only; no Board action is required.

# STAFF REPORT

Board Meeting Date: November 4, 2024

Page 1 of 4

**RESOLUTION: DESTRUCTION OF OLD RECORDS**

**AGENDA ITEM  
NO. 5d**

## **DISCUSSION:**

JPA records have been stored in several locations. Staff has gathered all storage boxes and sorted old records and recommends that the Board approve Resolution 2024-11-06 authorizing the destruction of records. A list of the records to be destroyed is attached as Exhibit "A".

California law authorizes public agencies to destroy certain records which are no longer needed for official business if such destruction will not adversely affect any interest of the public agency or the public provided the Board authorizes the destruction and a categorical index is maintained that reasonably identifies the information contained in the records in each category. In addition, state law provides that certain records must be maintained by the JPA to include:

- All ordinances, for at least 5 years from repeal.
  - Board meeting minutes, permanently.
  - Litigation or claims, 2 years from resolution.
  - Public records requests, 2 years from request resolution.
  - Records related to pending construction, debt, or contracts.
  - Related to real property interests,
  - Public works bid proposals, 2 years from bidding.
  - Payments related to employees, officers, or contractors, 7 years after payment.
- Gov. Code §§ 60200-60203

Staff have reviewed the records and prepared a summary index describing the category of records to be approved for destruction, attached as Exhibit "A". In summary all records requested for destruction were created prior to 2016, which is over 8 years ago, and none relate to the real property interest of the JPA, nor include meeting minutes or JPA ordinances. Consistent with the requirements of Government Code 60200 -60203, staff recommends the Board approve the destruction of the records as summarized in Exhibit "A". which is applicable to the JPA.

Staff will prepare a Records Retention Policy to apply to all SPTC-JPA for consideration by the Board at a future meeting.

## **BOARD ACTION:**

Approve Resolution 2024-11-06

Exhibit "A"  
Index of Records

**BOX #1**

General ledger files FY1993-2010  
Year-end Financial Statement FY 2009/2010

**BOX #2**

FCC Files 2010-2011  
Invoices FY 10/11  
Certificate of Insurance Eviron Support Services  
Motor Car West 2011  
Rail fest 2010  
Bo Grebitus Proposal  
Insurance Certificates Rail fest September 2010  
Right of Entry (ROE) Rail Fest September 2010  
Renaissance Outdoor Advertising 1996  
Solon Wisham Jr. Invoice 1993  
Oppenheimer Wolff & Donnelly-contract and Invoices 1997  
Outdoor Systems Advertising-Lease 1998  
Paragon Outdoor Advertising-payments 1996  
Charles Montange-Consulting Services, 1992-1996  
Eller Media Group-payment records, 1996-1997  
Ellis & Ellis-payment, closed contract, 1997  
David Lane-Invoices closed contract, 1997  
LeBoeuf, Lamb, Greene & Macrae-closed, 1997  
3M National Advertising, payment-1997  
Counihan Consulting Engineering-closed contract, 1997  
The Kingley Group-closed contract, 1997  
GeoCon-Invoice, 1995-2002  
Filing Requirements, 2008  
Sample Letters FCC  
FPPC, Form 700, John Segredell, 2011  
Conflict of Interest Code-1994  
FPPC, Form 700-2015  
FPPC, Form 700-2009  
FPPC-Form 700-2012  
Certificate of Insurance Tom Norman, April-June 2011  
JPA Speaker cards, 2013  
Right of Entry (ROE)-September 27, 2011  
Right of Entry (ROE), MOW, October 5, 2011

**BOX #3**

General Contract Correspondence, 1994-2008  
Board member/Alternate appointment, 1993-1998  
Contract Authority, 1998

Right of Entry (ROE)-FEDS, 5/10/2011  
Right of Entry (ROE)-FEDS Extension, 5/4/2011  
Right of Entry (ROE)-Track Renewal Work-Iron Point to White Rock  
Right of Entry (ROE)-FEDS,2/9/2011  
JPA Contact Info, 1997  
Original Resolution-Excursion Rail Ops, 10/01/2008  
Sacramento Valley Railroad Business Plan, 2006  
RFP CCTCC-2000  
RFP Psomas-1995  
Proposal from Folsom-El Dorado & Sacramento Historical Railroad, 2008  
Pan-American Railway-2008  
Right of Entry (ROE)-MOW, 2011  
2010/2011, Transportation Planning Agencies Financial Report  
Sacramento County Property Taxes  
License Agreement for Excursion Rial Ops-May 2, 2011  
PSVRR-Presentation, 2011  
Right of Entry (ROE)- 2009/2010  
Government Compensation Report, 2012  
Concept Plan for Sacramento Valley Railroad, 1/1/98  
Sacramento Valley Railroad Operation Plan, 2/13/2009  
Appraisal Report, Volume II, duplicate, 2008  
Letter of Intent-Excursion Rail Correspondence  
Public Notices-1999-2003  
Public Records Act, 2010  
Risk Assessment & Allocation for Highway Construction Management, Publication  
Risk Analysis & Management  
Misc Correspondence 1998-2013  
2007 Engineering Support Services for JPA  
Misc Certificates of Services, 2015-2016  
Ventura-Santa Clarita Railroad Corridor Study, 1992  
Misc Duplicate Documents 1991-1996

**BOX #4**

SPTC Agenda Packet 6/15/1991-Duplicate  
SPTC Agenda Packet 12/7/1995-Duplicate  
Appraisal Report Volume I and II, 4/1994, Duplicate  
Task Lists-September 4, 1996  
General Ledger FY 07/08  
General Ledger FY 05/06  
General Ledger FY 04/05  
General Ledger FY 08/09  
RFP SPTC Corridor Alternative Analysis Sierra Ecosystem Associates Submittal  
RFP SPTC Corridor Alternative Analysis ALTA Submittal  
Consultant Markering-1996  
Staff Meeting Notes 1997/1998



Regional Transit Correspondence, Procurement -1998  
Agreement to Advance Funds, no signatures-2000/2001  
Continued Funding Agreement, no signatures  
Board Resolutions-2015

**BOX #5**

The Hoyt Company, HDR-2009  
Hyde, Miller, Owens & Trost, Invoices accounts Payable-FY 2000-2008  
Financial Statements, Audit Report FY 04/05, 6 copies  
Special District Instructions-FY 2007  
Hoyt Company invoices-FY 2002-2008  
Financial Statements, FY 2005-2009, 5 copies  
Financial Statements JPA Audit, FY 2010  
Jones & Stokes Associates, 2001  
County of Sacramento, 1997  
Clark-Wolcott Company, invoices  
Budget Matters- 1996-2001  
Financial Statements FY 04/05  
Sides Accountancy Corporation, 2001  
County of Sacramento invoices FY 2000-2005  
Issue Papers, Regional Transit, 1999-2000  
Kelly Breese, 1997  
Manthee, invoices, 1996  
Financial Statements FY 1994/1995  
Financial Statements FY 1991-1994, 5 copies  
Subpoenas, 1996  
Sides Audit 1999  
Sides Accountancy FY 95/96 (3 copies), FY 97/98, FY 96/97, FY 94/95  
Sides Accountancy invoice 2005  
Audit Correspondence FY 1992-1996  
Audit Correspondence FY 1997  
Audit Correspondence FY 2001/2002  
Audit Correspondence FY 2003/2004  
Fehr & Peers invoices  
Hyde Miller & Owens contract 2003  
Hyde Miller & Owens invoices 1997  
Contract PH Wong 2006 & 2015  
Transportation Planning & Engineering RFP correspondence.



# California

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### GOVERNMENT CODE - GOV

**TITLE 6. DISTRICTS [58000 - 62262]** ( Title 6 added by Stats. 1951, Ch. 331. )

**DIVISION 1. GENERAL [58000 - 60375.5]** ( Heading of Division 1 renumbered from Division 2 by Stats. 1987, Ch. 56, Sec. 88. )

**CHAPTER 7. Destruction of Records of Special Districts [60200 - 60204]** ( Chapter 7 added by Stats. 1959, Ch. 1038. )

**[60200.](#)** The legislative body of any special district may authorize at any time the destruction or disposition of any duplicate record, paper, or document, the original or a permanent photographic record of which is in the files of any officer or department of the district.

(Added by Stats. 1959, Ch. 1038.)

**[60201.](#)** (a) For purposes of this section, "record" means any record consisting of a "writing," as defined by subdivision (f) of Section 6252.

(b) The legislative body of a district may destroy or dispose of any record that is not expressly required by law to be filed and preserved through either of the following procedures:

(1) The legislative body may authorize the destruction or disposition of any category of records if it does both of the following:

(A) Adopts a resolution finding that destruction or disposition of this category of records will not adversely affect any interest of the district or of the public.

(B) Maintains a list, by category, of the types of records destroyed or disposed of that reasonably identifies the information contained in the records in each category.

(2) The legislative body may, by resolution, adopt and comply with a record retention schedule that complies with guidelines provided by the Secretary of State pursuant to Section 12236, that classifies all of the district's records by category, and that establishes a standard protocol for destruction or disposition of records.

(c) A district is not required to photograph, reproduce, microfilm, or make a copy of any record that is destroyed or disposed of pursuant to this section.

(d) Notwithstanding any other provision of this section or other provision of law, a district may not destroy or dispose of any record that is any of the following:

(1) Relates to formation, change of organization, or reorganization of the district.

(2) An ordinance adopted by the district. However, an ordinance that has been repealed or is otherwise invalid or unenforceable may be destroyed or disposed of pursuant to this section five years after it was repealed or became invalid or unenforceable.

(3) Minutes of any meeting of the legislative body of the district.

(4) Relates to any pending claim or litigation or any settlement or other disposition of litigation within the past two years.

(5) Is the subject of any pending request made pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), whether or not the district maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since the district provided written notice to the requester that the request has been denied.

(6) Relates to any pending construction that the district has not accepted or as to which a stop notice claim legally may be presented.

(7) Relates to any nondischarged debt of the district.

(8) Relates to the title to real property in which the district has an interest.

(9) Relates to any nondischarged contract to which the district is a party.

(10) Has not fulfilled the administrative, fiscal, or legal purpose for which it was created or received.

(11) Is an unaccepted bid or proposal, which is less than two years old, for the construction or installation of any building, structure, or other public work.

(12) Specifies the amount of compensation paid to district employees or officers or to independent contractors providing personal or professional services to the district, or relates to expense reimbursement to district officers or employees or to the use of district paid credit cards or any travel compensation mechanism. However, a record described in this paragraph may be destroyed or disposed of pursuant to this section seven years after the date of payment.

*(Amended by Stats. 2004, Ch. 362, Sec. 1. Effective January 1, 2005.)*

**60203.** (a) Notwithstanding Section 60201, the legislative body of a district may authorize the destruction of any record, paper, or document that is not expressly required by law to be filed and preserved if all of the following conditions are complied with:

(1) The record, paper, or document is photographed, microphotographed, reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data processing system, recorded on optical disk, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document in compliance with Section 12168.7 for recording of permanent records or nonpermanent records.

(2) The device used to reproduce the record, paper, or document on film, optical disk, or any other medium is one that accurately reproduces the original thereof in all details and that does not permit additions, deletions, or changes to the original document images.

(3) The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the files.

(b) For the purposes of this section, every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

*(Amended by Stats. 2004, Ch. 362, Sec. 3. Effective January 1, 2005.)*

**60204.** For the purposes of this chapter, the terms "special district" and "district" also include the South Coast Air Quality Management District, the Bay Area Air Quality Management District, and the San Joaquin Valley Air Pollution Control District, and the term "legislative body" also includes the boards of the districts.

*(Amended by Stats. 2001, Ch. 767, Sec. 4. Effective January 1, 2002.)*



**Resolution No. 2024-11-06**

**Adopted by the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) on the date of:**

November 4, 2024

**AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS**

**WHEREAS**, the SPTC-JPA staff has reviewed and inventoried the records of the SPTC-JPA;

**WHEREAS**, staff has prepared an index identifying and summarizing the records of the SPTC-JPA attached hereto as Exhibit "A";

**WHEREAS**, the records identified in Exhibit "A" are at least eight years old and have been identified as no longer needed for SPTC-JPA business purposes as they do not relate to ongoing or existing activities of the SPTC-JPA;

**WHEREAS**, Government Code section 60200 through 60203 allows the Board of Directors of the SPTC-JPA to approve the destruction of public records that will not adversely affect any interest of the SPTC-JPA or of the public;

**NOW, THEREFORE**, the Board of Directors of the Sacramento-Placerville Transportation Corridor JPA hereby finds as follows:

1. The destruction of the records summarized in the attached Exhibit "A" are not necessary for the ongoing business of the SPTC-JPA and the destruction of such will not adversely affect any interest of the SPTC-JPA or of the public.
2. The records summarized in the attached Exhibit "A" are hereby authorized to be destroyed by staff without further action by the Board of Directors consistent with Government Code Sections 60200 through 60204.
3. Staff may destroy such records by shredding or any other effective method of destruction.

Passed and Adopted by the Board of the SPTC-JPA this 4<sup>th</sup> day of November, 2024.

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Sarah Aquino, Chair

ATTEST:

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Jennifer Thiot, Secretary

# STAFF REPORT

Board Meeting Date: November 4, 2024

Page 1 of 2

Approval: Renewal of P&SVRR License Agreement

AGENDA ITEM  
NO. 6a

## **DISCUSSION:**

Placerville & Sacramento Valley Railroad (P&SVRR) has conducted excursion rail operations on the Placerville Branch rail line since 2013, under five-year license agreements issued by the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA). The most recent license agreement expired in 2023 and has not yet been renewed.

Following a decision by the Folsom City Council to permit renewal of the license agreement, this Board gave direction at the March 11, 2024, meeting to begin negotiations for renewal of the license. The agreement presented to the Board at this meeting is the result of the negotiations between JPA Staff and P&SVRR.

The renewed License Agreement is substantially the same as the prior agreement, with some clarifications and the following major differences:

Section 7.2.1 (Suspension): This provision clarifies that the JPA has the power to suspend operations immediately, if the JPA determines in good faith that operations are being conducted in an unsafe manner.

Section 7.3.2 (Partial Termination for White Rock Road Realignment Project): This provision allows the JPA to terminate the license for areas south and east of the realigned White Rock Road crossing following receipt of notice from the Capital Southeast Connector Joint Powers Authority that it will require access to the property for the realignment project within six months. Any such partial termination notice from the JPA will take effect 60 days after such notice is given.

Finally, in view of the findings of the 2021 Inspection Reports by the Federal Railroad Administration (FRA) and the California Public Utilities Commission (CPUC), Exhibit A now includes a provision that excursion operations may not commence until the JPA receives written confirmation that all defects identified in those reports have been corrected.

Like the prior License Agreement, the renewed agreement provides for static events and excursion operations in various areas between the Folsom Wye and the Sacramento/EI Dorado County line. In addition, the renewed agreement retains a

process for El Dorado County to grant approval of special excursion runs as far as Latrobe.

The License Agreement before you today has been agreed upon by JPA staff and PSVRR. Upon your approval, the Agreement will require approval by the Sacramento County Board of Supervisors, the Folsom City Council, and El Dorado County Board of Supervisors. Once all approvals have been received, staff will execute the agreement.

**BOARD ACTION:**

Recommend approval.



**RESOLUTION NO. 2024-11-07**

Adopted by the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) on the date of:

November 4, 2024

**APPROVAL OF  
LICENSE AGREEMENT FOR EXCURSION RAIL OPERATIONS**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY AS FOLLOWS:

That the CEO of the SPTC-JPA is authorized and directed to execute and deliver the License Agreement for Excursion Rail Operations substantially in the form presented at this meeting, together with such changes, insertions and omissions as may be approved by the CEO and General Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Passed and Adopted by the Board of the SPTC-JPA, this fourth day of November, 2024, by the following vote on roll call:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Sarah Aquino, Chair

ATTEST:

\_\_\_\_\_  
Jennifer Thiot, Secretary

**LICENSE AGREEMENT  
FOR  
EXCURSION RAIL OPERATIONS**

This License Agreement ("Agreement") is made effective as of [\_\_\_\_\_], 2024, by and between the **Sacramento-Placerville Transportation Corridor Joint Powers Authority**, a California joint powers agency ("**JPA**"), and the **Placerville and Sacramento Valley Railroad, Inc.**, a California nonprofit public benefit corporation ("**P&SVRR**").

**Recitals**

- A. On or about January 28, 2008, the JPA issued a Request for Proposal ("**RFP**") to solicit proposals from firms and individuals with experience, knowledge and qualifications necessary to operate an excursion rail service on a portion of the Rail Corridor covering approximately twenty-six (26) miles situated between the "Folsom Wye" (approximately milepost 111) and Shingle Springs Station (approximately milepost 137). The RFP required that the excursion rail service be operated without public subsidy and in such a manner as to preserve the excess width of the Rail Corridor for other potential uses, including natural trails, bicycle trails and equestrian trails.
- B. Pursuant to the RFP, on or about May 12, 2008, the JPA's Board of Directors selected the Folsom, El Dorado and Sacramento Historic Railroad Association ("**FEDSHRA**") as the entity with which to negotiate the operation of the excursion rail service.
- C. FEDSHRA representatives subsequently incorporated P&SVRR to act as the nonprofit entity responsible to develop and operate excursion rail service on the Rail Corridor and, by its signature below, the JPA hereby approves P&SVRR as the operator of excursion rail service.
- D. In January 2013, the P&SVRR and the JPA entered into a renewable license agreement for excursion rail services, with a five-year, renewable term. The operating limits of the license agreement adjusted to remove the El Dorado County section of the SPTC after the Board of Supervisors voted against the license agreement. The license agreement was renewed in 2018 and the renewed license expired in 2023.
- E. The JPA and P&SVRR desire to continue into this Agreement to set forth the terms and conditions under which excursion rail service will be operated. The parties therefore agree as follows:

**Agreement**

**1. Definitions**

- 1.1 The term "FRA" is defined as the United States Federal Railroad Administration or its regulatory successor.

- 1.2 The term “Hazardous Materials” is defined as any substance: (a) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as any hazardous waste, hazardous substance, bio-hazard, medical waste, pollutant, or contaminant under any governmental statute, code, ordinance, regulation, rule, or order, or any amendment thereto, including the Hazardous Material Transportation Act 49 U.S.C. § 5101 *et seq.*, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, or (b) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous, or otherwise hazardous, including gasoline, diesel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon, and urea formaldehyde foam insulation.
- 1.3 The term “Hazardous Materials Laws” means all present and future governmental statutes, codes, ordinances, regulations, rules, orders, permits, licenses, approvals, authorizations, and other requirements of any kind applicable to Hazardous Materials.
- 1.4 The terms “include”, “includes”, and “including” are to be read as if they were followed by the phrase “without limitation.”
- 1.5 The term “JPA” is defined in the introductory paragraphs of this Agreement and includes its member agencies, and their respective directors, officers, employees, agents, and all others acting under its or their authority.
- 1.6 The term “Law” is defined as all laws, rules and regulations promulgated (or amended) by any governmental authority having jurisdiction over the License Property or activities permitted hereunder, including, without limitation, the California Public Utilities Commission and Federal Railroad Administration.
- 1.7 The term “License Property” is defined as the portion of the Rail Corridor extending from approximately milepost 111 (Folsom Wye, Folsom, CA) to approximately milepost 119.4 (Sacramento/El Dorado County Line) consisting of all real and personal property within 10 feet of the centerline of any track on the Rail Corridor except where roadways, buildings, or Rail Corridor boundary lines reduce such distance to less than 10 feet, or additional width is necessary for PUC-required clearances, or approved stations, storage/maintenance facilities, siding, or other similar railroad facilities.
- 1.8 The term “Loss” is defined as any loss, damage, claim, demand, action, cause of action, penalty, fine, payment, cost, liability, or expense of whatsoever nature, including court costs and reasonable attorneys’ fees, resulting from or related to: (a) any injury to or death of any person, including officers, agents, and employees of the JPA or P&SVRR; or (b) damage to or loss or destruction of any property, including the Rail Corridor, any adjacent property, and the roadbed, tracks, equipment, other property of the JPA or P&SVRR, and any property in the JPA’s or P&SVRR’s care or custody.

- 1.9 The term "Operating Segment" is defined as any segment of the License Property for which the JPA has given its written approval for Excursion Service operations pursuant to Section 2.1.
- 1.10 The term "Rail Corridor" is defined as the entire width of the Placerville Branch railroad right-of-way between approximately milepost 111 (Folsom Wye, Folsom, CA) and approximately milepost 144.9 (Missouri Flat Road, Diamond Springs, CA), purchased from Southern Pacific Transportation Company by the JPA, including all improvements thereto, whether now existing or hereafter constructed.
- 1.11 The term "Railroad Facilities" is defined as all tracks and other railroad property and fixtures, including rail, ties, switches, ballast, trackbeds, bridges, trestles, retaining walls, culverts, railroad signs, switch mechanisms, signals, grade crossings, active and passive grade crossing warning devices and other appurtenances located on the Rail Corridor.
- 1.12 The term "P&SVRR" is defined in the introductory paragraphs of this Agreement and includes its directors, officers, employees, agents, parents, subsidiaries, affiliates, commonly controlled entities, any other related persons and entities, and all others acting under its or their authority.
- 1.13 The term "Excursion Service" is defined as the transportation of tourists by rail. Excursion Service does not include regularly-scheduled passenger transit or commuter service.

## 2. **JPA Grants Rights**

- 2.1. Excursion Service. The JPA grants P&SVRR the right to provide Excursion Service on the License Property, subject to the following conditions:
  - 2.1.1. P&SVRR shall conduct its operations in accordance with the Excursion Service Operating Plan set forth in Exhibit A, attached hereto and incorporated herein.
  - 2.1.2. Operating hours will be limited to weekends and holidays only.
  - 2.1.3. P&SVRR may schedule special events outside of the operating hours defined in Section 2.1.2 and the Operating Segments defined in Exhibit A, subject to prior written approval of the City of Folsom, County of Sacramento, or County of El Dorado, as applicable.
  - 2.1.4. P&SVRR will permit passengers to disembark only at stops approved by the JPA or a member agency in writing, or in the case of emergency.
  - 2.1.5. All Excursion Service operations and other activities permitted under this Agreement will be performed in compliance with applicable Law. Without limiting the generality of the foregoing, P&SVRR may not, in performing such Excursion Service, exceed the maximum speeds authorized by

applicable Law for the existing track conditions or transport rail cars exceeding the applicable track and bridge weight limits.

- 2.1.6. P&SVRR will obtain and maintain all permits, licenses or other authorizations required from any municipal, county, state or federal authorities required in connection with the construction, maintenance, or repair of the License Property and the operation of the Excursion Service.
- 2.1.7. The portion of the License Property situated between milepost 111 (Folsom Wye, Folsom, CA) and milepost 116 (Iron Point Road Crossing, Folsom, CA) will be used only for movement of equipment and supplies and not for Excursion Service operations, except for special events authorized in writing by the City of Folsom as noted in Exhibit A attached.
- 2.1.8. P&SVRR will comply with any other operating rules deemed necessary or advisable by the JPA from time to time. In the event of any conflict between operating rules issued by the JPA and operating rules issued by a member agency, the operating rules issued by the member agency shall control.

## 2.2. Other Third-Party Licenses.

2.2.1. Third-Party Licenses. The JPA reserves the right to grant additional licenses over the License Property and the Railroad Facilities, provided that the JPA determines that any such licenses: (a) do not materially compete or conflict with P&SVRR's Excursion Service license to the extent of any regular Excursion Service operations, or special Excursion Service events, set forth in the Excursion Services Operating Plan defined in Exhibit A attached herein, (b) require the licensee to pay a reasonable share of P&SVRR's costs to provide dispatching, and to maintain and repair the portion of the License Property and Railroad Facilities used by the licensee, and (c) require the licensee to (i) provide insurance and (ii) indemnify and hold harmless P&SVRR and the JPA as to any Loss arising out of or related to licensee's operations. The JPA will consult with P&SVRR to determine the cost of dispatching services and a good faith apportionment of maintenance and repair costs for the portion of the License Property and Railroad Facilities used by the licensee.

2.2.1.1. P&SVRR will provide dispatching services as necessary to facilitate the activity of any third-party licensee and to ensure the safety thereof.

2.2.1.2. For purposes of Section 2.2.1(a), the term "materially compete or conflict" applies only to Excursion Service operations previously approved hereunder and not to P&SVRR's maintenance or repair activities, the scheduling of which shall be subordinate to events authorized under any third-party license granted by the JPA.

2.2.1.3. The JPA or its designee will have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively “Records”) pertaining to P&SVRR’s costs, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise verifying said costs. P&SVRR will provide the JPA or its designees with any Records requested for this purpose and will permit the JPA or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of inspecting and copying such Records. P&SVRR further agrees to maintain such Records for a period of three years. The JPA acknowledges and agrees that these Records constitute P&SVRR’s confidential information and will not be disclosed to any third-party without P&SVRR’s prior written approval, except as otherwise required by applicable Law.

2.2.1.4. P&SVRR will reasonably cooperate with any third party holding rights to use the Rail Corridor.

2.3. Investigation. P&SVRR hereby acknowledges that (a) it has satisfied itself at the time of this Agreement with respect to the condition of the License Property and Railroad Facilities and their suitability for P&SVRR’s intended use; (b) it has made such investigations as it deems necessary with respect to the License Property and Railroad Facilities, as they exist at the time of this Agreement, and assumes responsibility therefor as to its occupancy and use thereof; and (c) neither the JPA nor any of the JPA’s agents has made any oral or written representations or warranties with respect to the License Property or Railroad Facilities.

2.4. As-Is, Where-Is. P&SVRR will take the License Property in an “as-is, where-is” condition and without any express or implied warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose or volume or quality of traffic on the License Property, and subject to: (i) encroachments or other existing conditions, (ii) all existing ways, alleys, privileges, rights, appurtenances and servitudes, howsoever created, and (iii) the JPA's rights hereunder.

2.5. Release. P&SVRR, for itself, its successors and assigns, to the maximum extent permitted by Law, hereby waives, releases, remises, acquits and forever discharges the JPA, its officers, employees, agents, successors and assigns, from any Loss in any way arising out of, or connected with, the known or unknown, existing or future physical or environmental condition of the License Property and Railroad Facilities (including any Hazardous Materials contamination in, on, under, or adjacent to, the License Property, or any clearance constraints on the License Property), or any federal, state, or local Law, ordinance, rule or regulation applicable thereto.

2.5.1. P&SVRR hereby grants to JPA, on behalf of any insurer providing property, general liability, or automobile liability insurance to either P&SVRR or JPA with respect to the operations of P&SVRR, a waiver of any right to

subrogation which any such insurer of P&SVRR may acquire against JPA by virtue of the payment of any loss under such insurance.

- 2.6. The rights granted by the JPA under this Agreement are subject to all existing licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title that may affect the Rail Corridor and the word “grant” as used herein will not be construed as a covenant against the existence of any thereof.

### 3. **Limitation and Subordination of Rights Granted**

- 3.1. JPA’s Use of Rail Corridor. The foregoing granted rights are subject and subordinate to the JPA’s prior and continuing right to use and maintain the Rail Corridor for any purpose that is not inconsistent with this Agreement. Without limiting the generality of the foregoing, the JPA may construct, maintain, repair, renew, use, operate, change, modify or relocate public projects of any kind, railroad tracks, signals, communication equipment, fiber optics, pipelines, or other facilities upon, along, or across any or all of the Rail Corridor and License Property, all or any of which the JPA may freely do at any time or times without liability to P&SVRR for compensation or damages, provided the JPA does not materially interfere with P&SVRR’s rights and operations under this Agreement. The JPA will, to the extent possible, notify P&SVRR as soon as practicable of any such planned or actual interference and take reasonably practicable measures to minimize any such interference. P&SVRR shall reasonably cooperate with the JPA in implementing the foregoing uses of the Rail Corridor. Notwithstanding the foregoing, the JPA reserves the right to terminate this Agreement pursuant to the provisions of Section 7, below.
- 3.2. JPA’s Inspection Access; Access for Maintenance. The JPA may, as reasonable and as coordinated in advance with P&SVRR, (i) inspect the License Property and the Railroad Facilities, including any rail-yard or maintenance facility used in connection with Excursion Service, and (ii) access the License Property and Railroad Facilities (including access with JPA or third party rail vehicles) as necessary to maintain areas of the Rail Corridor outside of the License Property that are not otherwise reasonably accessible.
- 3.3. Future At-Grade Crossings; Improvements to Existing Crossings. The parties acknowledge that local governments may desire to create or improve at-grade public crossings of the License Property. P&SVRR will, at no cost or expense to itself, cooperate with the efforts of any applicable local governments to secure PUC approval of such crossings; provided, however, that P&SVRR shall be entitled to raise any reasonable safety concerns related to such crossings. P&SVRR will also cooperate with the construction of crossing improvements, as necessary.

#### 4. **Maintenance and Operation of Railroad Facilities**

##### 4.1. Maintenance of License Property and Railroad Facilities.

- 4.1.1. License Property and Railroad Facilities. P&SVRR, at its expense, will keep the License Property and Railroad Facilities in good repair and in a good and safe condition in conformity with applicable Law (including, without limitation, 49 CFR Part 213 – Track Safety Standards), any standard and permits required by the member agencies, and approved operating plans. P&SVRR is not obligated to maintain or repair the Rail Corridor outside of the License Property for other uses or purposes, including without limitation bike trails, hiking trails, or other recreational activities. P&SVRR acknowledges and agrees that areas outside of the License Property are used for other recreational activities and that use of the License Property by P&SVRR will not obstruct or interfere with such recreational use.
- 4.1.2. Crossings. In addition to the foregoing, for each crossing located within any Operating Segment, P&SVRR will maintain the surface of such crossing in accordance with CPUC General Order No. 72-B.VI (*Rail Joints in Crossing Area*), VII (*Maintenance of Crossing in Track Area*) and, to the extent reasonably within P&SVRR’s control, X (*Surface of Crossings*). If unsafe conditions or disrepair are noted in any public road crossings, the JPA and its member agencies reserve the right to perform any maintenance or repair they deem necessary within the envelope of P&SVRR’s maintenance responsibility set forth in the preceding sentence.
- 4.1.3. Optional Maintenance outside of License Property. P&SVRR may, at its option and only subject to a request approved by the applicable member agency, enter portions of the Rail Corridor outside the License Property that is located within the requesting member agency’s jurisdiction to collect trash, maintain drainage, abate weeds or graffiti, clear fallen trees and branches, or address other conditions, as necessary to ensure the safety of P&SVRR's operations. The JPA grants P&SVRR a license to enter all portions of the Rail Corridor as necessary to perform such work; P&SVRR will repair any damage caused as the result of P&SVRR’s performance of any such maintenance and shall perform the work in compliance with any standards and permits required by the member agencies.
- 4.1.4. Scope of Maintenance. For purposes of this Section 4.1, the maintenance and repairs to be performed by P&SVRR include, as required by applicable Law, (a) inspections, testing, track profiling, adjustments, lubricating, welding, re-spiking surfacing, tamping, and any other tasks constituting customary and routine maintenance of track structures; (b) repair, renewal, replacement, or other customary and routine work required to ensure the safety of Railroad Facilities, including maintenance of track to at least Class 1 standards where required by Law, and compliance with any applicable



bridge safety management program regulations that may be promulgated by the Secretary of Transportation pursuant to Public Law 110-432, Section 417, including the regulations set forth in 49 CFR Part 237; (c) drainage management; and (d) compliance with all mandated reporting. The JPA will have no responsibility to maintain the trackage, structures, or any other Railroad Facilities. P&SVRR shall contract with a qualified track inspector reasonably acceptable to the JPA to perform an inspection of the trackage, structures and Railroad Facilities in the then-current Operating Segment at least annually. P&SVRR shall deliver the inspection reports to the JPA promptly after receipt thereof by P&SVRR. All such inspection reports shall be public information.

4.1.5. Notice of Assignment. Concurrently with the execution of this Agreement, both parties will execute and deliver to the FRA a written notice of the assignment of track inspection and maintenance responsibilities, and bridge safety management responsibilities, to P&SVRR in accordance with 49 CFR § 213.5(c) and 49 CFR § 237.3. The notice of assignment will attach a copy of this Agreement.

4.1.6. Release from Liability. P&SVRR, for itself, its successors and assigns, to the maximum extent permitted by Law, hereby waives, releases, remises, acquits and forever discharges the JPA, its officers, employees, agents, successors and assigns, from any Loss in any way arising out of, or connected with, existing or future (i) design flaws of public improvements, whether outside the License Property or within, or (ii) failure of JPA or its member agencies to maintain areas outside of the License Property. P&SVRR's exclusive remedy for any such Loss will be to abandon Excursion Operations as set forth in Section 7.4.

4.2. Ownership of Track Materials. All track materials installed by P&SVRR as part of the Railroad Facilities will be of equal or better quality than those track materials existing at the time of execution of this Agreement and will become the JPA's property. All materials removed by P&SVRR from the Railroad Facilities and replaced as part of maintenance, repairs, or capital improvements will become the property of P&SVRR, except for iron and hardware items such as rail, plates, switch signals, spikes and items of historical or archeological interest, which shall remain the property of the JPA. P&SVRR will not, without the prior written approval of JPA, remove track materials or other improvements from the Rail Corridor unless they are replaced as provided in this section. P&SVRR will keep a written record of track materials and other improvements removed from, or installed upon, the Rail Corridor and will provide an updated copy of the record to the JPA on an annual basis.

4.3. Clearing of Obstructions, Derailments, and Wrecks. P&SVRR will as soon as practicable clear any obstructions, derailments, and wrecks of railroad equipment or Railroad Facilities.

- 4.3.1. To the extent that any such obstruction, derailment, or wreck damages the Rail Corridor, P&SVRR will as soon as practicable restore the Rail Corridor to the condition it was in prior to the obstruction, derailment, or wreck.
- 4.3.2. If P&SVRR fails to comply with the provisions of this section, the JPA may perform the required action and charge P&SVRR the reasonable cost thereof.

4.4. Responsibility for Repair or Replacement.

- 4.4.1. Damage Caused by P&SVRR Operations. Except as otherwise set forth in this Agreement, P&SVRR will be responsible to repair or replace any damage to the License Property or Railroad Facilities caused by, or related to, P&SVRR's operations.
- 4.4.2. Damage Caused by Acts of God or Other Factors beyond P&SVRR's Control. If any portion of the License Property or the Railroad Facilities are damaged or destroyed by flood, fire, civil disturbance, earthquake, earth movement, storm, sabotage, act of God, terrorism, accident or any other event beyond P&SVRR's reasonable control, including damage or destruction caused by third parties, even if said damage or destruction originates outside of the License Property, then P&SVRR may, but will not be required to, at no cost or expense to the JPA, (a) repair, or cause to be repaired, the damaged or destroyed portion of the Railroad Facilities; (b) replace, or cause to be replaced, such portion of the License Property or the Railroad Facilities; or (c) seek to abandon its Excursion Service and rights under this Agreement over all or such portion of the Rail Corridor as P&SVRR deems appropriate, as set forth in Section 7.4.

5. **Construction, Relocation, or Removal of Railroad Facilities**

5.1. By the JPA.

- 5.1.1. The license herein granted is subject to the JPA's needs and requirements to improve and use the Rail Corridor. Subject to P&SVRR's rights under this Agreement, the JPA, at its sole cost and expense, may add to any portion of the Railroad Facilities, or change or relocate them to new locations as reasonably designated by the JPA, whenever, in the furtherance of the JPA's needs and requirements, the JPA finds such action to be necessary.
- 5.1.2. All such work performed, and any installation of Railroad Facilities, will be in conformance with all applicable Laws. If the JPA relocates any portion of the tracks, the centerline of the License Property will, upon completion of the relocation work, be deemed to have been modified to coincide with the centerline of the realigned tracks.

- 5.2. By P&SVRR. P&SVRR may, at its cost and expense, modify or improve the License Property and Railroad Facilities as needed to accommodate its Excursion Service; provided, however, that P&SVRR first obtains the written approval of both the JPA and the member agency where the License Property is located of P&SVRR's plans for such modifications and improvements, which approval may be granted or withheld in the member agency and the JPA's sole and absolute discretion. P&SVRR's modification or improvement of the License Property and Railroad Facilities may not interfere with or impede any existing or future public use of the Rail Corridor that the JPA may authorize. P&SVRR may, upon the termination of this Agreement or upon the abandonment of any applicable section of the License Property or portion of the Railroad Facilities, remove any modifications or improvements to such License Property or Railroad Facilities that were paid for by P&SVRR, that do not constitute any repair or replacement to such License Property or Railroad Facilities, and that have not become fixtures to such License Property or Railroad Facilities.
- 5.3. The terms, conditions, and stipulations expressed in this Agreement as to the License Property and Railroad Facilities will apply to the License Property and Railroad Facilities as they may at any time be expanded, added to, modified, changed, or relocated in accordance with this Section 5.
6. **License Fees.** Beginning on the commencement date of this Agreement and annually on January 1 each year thereafter, P&SVRR will pay JPA the sum of One Hundred Dollars (\$100.00) as a fee for the licenses granted hereunder.
7. **Term and Termination**
- 7.1. Term. This Agreement will become effective when fully executed and delivered by the parties and will continue in full force and effect until December 31, 2030, unless otherwise terminated as provided herein. Prior to the expiration of the term, the JPA will evaluate the Excursion Service operated by P&SVRR and consider an extension of the term hereof. Such determination will be made in the JPA's sole and absolute discretion.
- 7.2. JPA Suspension or Termination for Default.
- 7.2.1.1. Suspension. If the JPA determines in good faith that Excursion Service or other P&SVRR operations under this Agreement are being performed in an unsafe manner, the JPA may suspend all operations under this Agreement with immediate effect until all safety issues are corrected to JPA's satisfaction. JPA will have no liability or obligation to P&SVRR by reason of any such suspension.
- 7.2.1.2. Termination. If (i) P&SVRR does not substantially comply with the Operating Plan defined in Exhibit A, or the Operational Goals defined in Exhibit B, or (ii) P&SVRR remains in default in its performance of any covenant or Agreement contained herein for a period of 60 days after written

notice from the JPA to P&SVRR specifying such default, the JPA may, at its option, terminate this Agreement by written notice; provided however, that if such default cannot reasonably be cured within 60 days after such notice, the JPA may not terminate this Agreement provided that P&SVRR begins to cure the default within the 60-day notice period and proceeds diligently to complete such cure. JPA will have no liability or obligation to P&SVRR by reason of any termination for default.

7.3. JPA Termination for Other Reasons.

7.3.1. Rail Banking; Reactivation of Freight Service. The Rail Corridor was rail banked under the federal Rails to Trails concurrently with its acquisition by the JPA in 1996. Accordingly, the Rail Corridor and this Agreement are subject to potential reactivation of freight rail service. In the event an authorized freight rail operator reactivates freight service on the Rail Corridor, JPA and P&SVRR will consult and cooperate with one another in regard to the impacts and effects thereof. If this Agreement is terminated as to all or a portion of the License Property due to the reactivation of freight rail service, or if P&SVRR's rights are materially adversely affected as a result thereof, JPA will pay to P&SVRR any amounts JPA receives from freight operator on account of the unamortized cost associated with (A) any improvements made to the License Property by P&SVRR, or (B) deferred maintenance performed by P&SVRR to make the License Property operable for Excursion Service. Apart from the foregoing, JPA will have no liability or obligation to P&SVRR by reason of the reactivation of freight rail service.

7.3.2 Partial Termination for White Rock Road Realignment Project. The Capital Southeast Connector Joint Powers Authority (the "Connector Authority") and its member agencies intend to realign White Rock Road and improve its crossing with the Rail Corridor as part of a major regional connector parkway. Upon receipt of notice from the Connector Authority that it will require access to the Rail Corridor within six (6) months in connection with the White Rock Road crossing project, the JPA may, by giving sixty (60) days' written notice to P&SVRR, (a) temporarily prohibit use of the portions of the License Property as reasonably necessary to prevent conflict with the Connector Authority's White Rock Road crossing project, and (b) terminate this Agreement with respect to areas of the License Property south and east of a point that is 100 feet north of the northern edge of the realigned White Rock Road crossing. JPA will have no liability or obligation to P&SVRR by reason of any such actions in connection with the White Rock Road crossing project.

7.3.3. Termination for Other Public Project. The parties acknowledge that the Rail Corridor is a publicly-owned right-of-way that may be required for other public needs in the future and that the JPA's member agencies have certain rights to use the Rail Corridor, including the License Property, under the

Reciprocal Use and Funding Agreement among the JPA and its member agencies. Accordingly, the JPA reserves the right to terminate this Agreement with respect to all or a portion of the License Property for any public use that is incompatible with P&SVRR's continued operation (as determined by the JPA) under this Agreement. Such termination will be effective no earlier than 12 months following JPA's written notice to P&SVRR. The term "public use" does not include widening the trail or other recreational facilities that JPA's member agencies may desire to construct along the Rail Corridor.

7.3.3.1. If JPA terminates this Agreement under this Section 7.3.3 with respect to all or any portion of the License Property prior to the expiration hereof, JPA or its member agencies will compensate P&SVRR for the unamortized cost associated with (i) any improvements made to the License Property by P&SVRR, (ii) deferred maintenance performed by P&SVRR to make the License Property operable for Excursion Service and (iii) any rolling stock purchased by P&SVRR for P&SVRR's Excursion Service operations following execution of this Agreement, provided that all of the foregoing will belong to JPA upon termination of the Lease. JPA may review P&SVRR's records to substantiate such costs pursuant to Section 2.2.1.3. Apart from the foregoing, JPA will have no liability or obligation to P&SVRR by reason of such termination. In particular, the parties acknowledge and agree that this Agreement and P&SVRR's Excursion Service operations are for the public benefit and/or education, and not for personal profit. Accordingly, this Agreement and any goodwill from P&SVRR's operations will be deemed to have no value in the event of any such termination.

7.3.3.2. The provisions of this Section 7.3.3 apply only to a termination for a public project other than the White Rock Road crossing project (discussed in Section 7.3.2, above) and are not applicable to a termination for default or a partial termination in connection with the White Rock Road crossing project.

- 7.4. Abandonment of License Rights. P&SVRR may at any time, in its sole and absolute discretion, immediately and without any liability to the JPA, abandon its Excursion Service and terminate this Agreement upon delivery of written notice thereof to the JPA.
- 7.5. All obligations incurred by the parties prior to the termination of this Agreement will be preserved until satisfied.

- 7.6. Upon the effective date of termination of this Agreement, P&SVRR will, if so requested by the JPA, execute any documents reasonably necessary to evidence such termination and to effectuate the purpose and intent of this Agreement.
8. **Insurance.** P&SVRR will obtain the insurance set forth below, to be kept in force during the life of this Agreement. All insurance policies must be written by a reputable insurance company reasonably acceptable to the JPA, or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in California.
- 8.1. P&SVRR Insurance: P&SVRR will, at its own cost and expense, provide and procure Commercial General Liability (“CGL”) and, as applicable, Workman’s Compensation or Federal Employer’s Liability Act (“FELA”), insurance.
- 8.1.1. The CGL insurance policy providing bodily injury, including death, personal injury and property damage coverage will have a limit of not less than \$1 million each occurrence and \$2 million in the aggregate. The deductible or self-insured retention may not exceed \$10,000. The parties acknowledge that the prudent level of insurance required for rail operations will change throughout the term of this Agreement. The JPA reserves the right to require that P&SVRR raise its coverage limits to a level that conforms to the level of insurance commonly provided to short line and regional railroads with operations similar to those of P&SVRR on the License Property.
- 8.1.2. The CGL insurance policy must be written on a form at least as broad as ISO Occurrence Form CG 0001. This insurance will contain broad form contractual liability covering the indemnity provisions contained in this Agreement, coverage for railroad operations, and coverage for construction or demolition work on or near railroad tracks. Prior to the execution of this Agreement, P&SVRR will provide the JPA with a certificate of insurance on a standard ACORD form, or other form reasonably acceptable to the JPA, substantiating the required coverages and limits set forth herein. Upon request by the JPA, P&SVRR will immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- 8.1.3. The CGL insurance policy must include the JPA and each of its member agencies as “additional insureds” (using ISO Additional Insured Endorsement CG 20 26 or a substitute form reasonably acceptable to the JPA providing reasonably equivalent coverage).
- 8.1.4. Required Provisions: The CGL insurance policy will contain, or be endorsed to contain, the following provisions:
- 8.1.4.1. For any claims related to this Agreement, P&SVRR’s insurance coverage will be primary insurance as respects the JPA, its member

agencies, and their respective directors, officers, employees, and agents and any insurance or self-insurance maintained by any of them will be in excess of P&SVRR's insurance and will not contribute to it.

8.1.4.2. Any failure by P&SVRR to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the JPA, its directors, officers, employees, or agents.

8.1.4.3. P&SVRR's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.1.4.4. Any exclusion for actions within 50 feet of a railroad shall be removed.

8.1.4.5. Each insurance policy required by this Agreement will be endorsed to state that coverage will not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the JPA.

8.1.5. Workers' Compensation or FELA insurance will cover any statutory liability as determined to be applicable by the compensation Laws of the State of California or FELA, as applicable, with a limit of at least \$1 million.

8.1.6. The fact that insurance is obtained by P&SVRR or by the JPA on behalf of P&SVRR will not be deemed to release or diminish P&SVRR's liability, including liability under the indemnity provisions of this Agreement. Damages recoverable by the JPA from P&SVRR or any third party will not be limited by the amount of the required insurance coverage.

9. **Project Managers; Notices.** The JPA's project manager for this Agreement is its Chief Executive Officer, unless the JPA otherwise informs P&SVRR in writing. P&SVRR's project manager for this Agreement is its President, unless P&SVRR otherwise informs the JPA in writing. Each party to this Agreement may rely on the authority of the other party's designated project manager to take any action, or execute any notice or agreement, in connection with this Agreement. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail, or, if receipt thereof is acknowledged by the recipient, by facsimile or e-mail. The parties' addresses are as follows:

If to P&SVRR:

Jim Harville, President  
Placerville & Sacramento Valley Railroad, Inc.  
705 Sibley Street,  
Folsom CA 95630  
Telephone: 916-708-7368  
E-mail: [president@psvrr.org](mailto:president@psvrr.org)

If to JPA:

SPTCA-JPA Chief Executive Officer  
c/o City of Folsom Public Works Department  
50 Natoma Street  
Folsom, CA 95630

10. **Claims and Liens for Labor and Material.** P&SVRR agrees to pay in full for all materials joined or affixed to the Rail Corridor, to pay in full all persons who perform labor upon the Rail Corridor, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Rail Corridor, as to any work done or materials furnished thereon by P&SVRR or at P&SVRR's request. P&SVRR will indemnify, hold harmless and defend JPA (with counsel reasonably acceptable to JPA) against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished.
11. **Property Taxes.** P&SVRR will assume, bear, and pay all property and other taxes and assessments of whatsoever nature or kind (whether general, local, or special) levied or assessed upon or against any License Property or Railroad Facilities, including possessory interest taxes under California Revenue and Taxation Code section 107 *et seq.*, unless applicable Law otherwise excuses payment of taxes due to P&SVRR's nonprofit status or the JPA's ownership of the Rail Corridor, the License Property, or the Railroad Facilities.
12. **Indemnity.** P&SVRR will indemnify, defend and hold harmless the JPA from any Loss which is due to or arises from: (a) P&SVRR's operation, maintenance, repair, or use of the License Property, Railroad Facilities, any appurtenances thereto, or any part thereof; (b) P&SVRR's provision of Excursion Service; or (c) P&SVRR's failure to comply with or perform any of the terms and conditions set forth in this Agreement; except to the extent that the Loss is caused by the sole negligence or willful misconduct of the JPA, its officers, agents, or employees. The provisions of this section will survive the termination or expiration of the term of this Agreement.
13. **Removal of P&SVRR Equipment, Personnel, and Property upon Termination of Agreement.** Prior to, or upon, the termination of this Agreement, P&SVRR will, at its sole expense, remove its equipment, personnel, and other property from the License Property and Railroad Facilities and will restore, to the JPA's reasonable satisfaction, such portions of the License Property and Railroad Facilities used by P&SVRR to as good a condition as they were in at the beginning of this Agreement, excepting normal wear and tear. If P&SVRR fails to do the foregoing, the JPA may do such work at the cost and expense of P&SVRR. P&SVRR may not remove any property, including the Railroad Facilities, that is or becomes the property of the JPA under this Agreement.
14. **Hazardous Substances and Wastes**
  - 14.1. P&SVRR will not be liable or responsible for any Hazardous Materials present on, in, or under the Rail Corridor, or other problems relating to the Rail Corridor, prior



to the effective date of this Agreement, except to the extent P&SVRR's activities exacerbate the contamination of any such pre-existing Hazardous Materials.

- 14.2. P&SVRR will comply with all applicable Laws in its occupancy, operation, and maintenance of the License Property and Railroad Facilities. Without first obtaining the JPA's written permission (which may be withheld in the JPA's sole and absolute discretion), P&SVRR will not treat or dispose of Hazardous Materials on the License Property or Railroad Facilities. P&SVRR will not release any Hazardous Materials on or at the License Property or Railroad Facilities, including through any drainage or sewer systems. P&SVRR assumes all responsibility for the investigation and cleanup of any such release or exacerbation by P&SVRR and will indemnify, defend, and hold harmless the JPA and its property, its officers, agents, and employees, for all costs, including reasonable environmental consultant and reasonable attorneys' fees, and claims resulting from or associated with any such release or exacerbation by P&SVRR. P&SVRR will assume all responsibility for and will indemnify, defend, and hold harmless JPA against all costs and claims associated with a release or leak of Hazardous Materials, or exacerbation of pre-existing Hazardous Materials, occurring during the term of this Agreement, and related to P&SVRR's use of the License Property or Railroad Facilities, unless such event was caused by the sole negligence or willful misconduct of the JPA, its officers, employees, or agents.
  - 14.3. P&SVRR will not install any above-ground or underground storage tanks without the JPA's prior written consent, which consent may be granted or withheld in JPA's sole and absolute discretion. If such consent is granted, P&SVRR will obtain any necessary permits, notify the proper authorities, and provide the JPA with copies of any such permits and notifications. P&SVRR will assume all responsibility for and will indemnify, defend, and hold harmless the JPA against all costs and claims associated with a release or leak of the contents of any such tank occurring during the term of this Agreement, unless such event was caused by the sole negligence or willful misconduct of the JPA, its officers, employees, or agents.
  - 14.4. If P&SVRR knows, or has reasonable cause to believe, that any Hazardous Materials have come to be located under or about the License Property or Railroad Facilities, other than as specifically provided herein or as previously consented to in writing by the JPA, P&SVRR will immediately give the JPA written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to or received from any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Materials.
  - 14.5. This Section 14 will survive the termination or expiration of the term of this Agreement.
15. **Waivers.** The failure of either party hereto to enforce any of the provisions of this Agreement, or to enforce any right or option which is herein provided, will in no way be construed to be a waiver of such provision(s) as to the future, nor in any way to affect the

validity of this Agreement or any part hereof, or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Agreement will be held to be a waiver of any other or subsequent breach.

16. **Consent.** Unless expressly provided to the contrary elsewhere in this Agreement, whenever the consent, approval, judgment, or determination (collectively, “consent”) of a party is required or permitted under this Agreement, the consenting party will exercise good faith and reasonable judgment in granting or withholding such consent. No party may unreasonably withhold or delay its consent; consent will be deemed to have been withheld if a party fails to consent to the other party within 30 days of having been given written notice of the other party’s intention to take any action as to which consent is required or permitted.
17. **Entire Agreement.** This document, and the exhibits attached hereto, constitute the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations, agreements, arrangements, understandings, or undertakings, whether oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.
18. **Modification to Agreement.** The provisions of this Agreement may be modified at any time by agreement of the parties hereto, provided such modification is in writing and signed by all parties to this Agreement. Any agreement made after the date of this Agreement and related to the subject matter contained herein will be ineffective to modify this Agreement in any respect unless in writing and signed.
19. **No Assignment Absent Consent.** P&SVRR will not assign this Agreement, in whole or in part, or any rights herein granted, without the JPA’s prior written consent, which may be granted or withheld in its sole and absolute discretion.
20. **Successors and Assigns.** Subject to the provisions of Section 19, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
21. **Venue and Choice of Law**
  - 21.1. Any and all disputes, controversies, or claims arising out of, relating to, or in connection with this Agreement will be instituted and maintained in a competent court in Sacramento County, California and the parties hereby consent to the jurisdiction of any such court and to service of process by any means authorized under California Law.
  - 21.2. This Agreement will be governed, construed, and enforced in accordance with the Laws of the State of California, without reference to its conflicts of laws provisions. The prevailing party in any claim or action arising out of or connected with this Agreement will be entitled to recover all reasonable attorneys’ fees and related costs, in addition to any other relief that may be awarded by any court or other tribunal of competent jurisdiction.

22. **Acts of God and Other Disruptions of Service.** Neither party will be deemed to be in default of this Agreement if any failure to meet any condition or to perform any obligation or provision hereof is caused by, a result of, or due to strikes, insurrections, acts of God, or any other causes beyond the party's control; provided, however, that performance will only be excused for as long as the disruption persists.

23. **Miscellaneous**

23.1. In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof will remain in full force and effect and any invalid or unenforceable provisions will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provisions valid and enforceable. Without limiting the generality of the foregoing, if the requirement in Section 4.1.4 that P&SVRR comply with applicable bridge safety management program regulations (under Public Law 110-432, Section 417) is held to be a non-delegable duty of the JPA, the JPA may, at its option, (i) undertake this obligation and charge P&SVRR for the cost thereof, or (ii) terminate this Agreement.

23.2. Each party has participated in negotiating and drafting this Agreement so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

23.3. Each party acknowledges that the officer executing this Agreement has the authority to enter into this Agreement on behalf of the party and in so doing is authorized to bind the party on whose behalf he is signing, to the terms and conditions of this Agreement.

23.4. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which will be deemed an original, but all of which together constitute one and the same instrument.

Signatures on the next page.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first herein written.

SACRAMENTO-PLACERVILLE  
TRANSPORTATION JOINT POWERS  
AUTHORITY, a joint powers agency

By: \_\_\_\_\_  
Vickie Sanders, CEO

Approved as to legal form:

By: \_\_\_\_\_  
Paul Chrisman,  
Legal Counsel

PLACERVILLE & SACRAMENTO  
VALLEY RAILROAD, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
James M. Harville, President

By: \_\_\_\_\_  
Marcus Ferrill, Secretary

LICENSE AGREEMENT  
FOR  
EXCURSION RAIL OPERATIONS

**EXHIBIT A**

**EXCURSION SERVICE OPERATING PLAN**

**Useful Definitions:**

‘Maintenance-of-Way (MoW)’ is the repair and maintenance of railroad infrastructure.

‘Milepost (MP)’ A wayfinding fixture on most railroads. The SPTC uses the historic Southern Pacific Railroad numbers, which denote the rail miles from One Market Street, San Francisco.

‘Motorcars’ are defined as smaller vehicles not restricted by weight from the right-of-way in its current condition. Typically former Maintenance-of-Way vehicles, these include the Weyerhauser ‘Skagit’ Motorcar #30 and similar pieces of equipment, and can be as small as a 2 seat inspection car.

‘Trains’ are defined as standard railroad equipment, including but not limited to locomotives, passenger coaches and freight cars (either converted to passenger service or used for Maintenance-of-Way). This equipment typically requires a slightly higher track maintenance standard for passenger service.

‘Xing’ Shorthand for an at-grade railroad crossing of a public or private road or trail.

**Important Locations and their Abbreviations:**

Location	Abbreviation	Milepost
Folsom Junction/Wye	FJ	111.2
East Bidwell Street Xing	EB	113.7
Willow Springs Station	WS	113.7
Oak Ave Parkway Xing	OP	114.4
Iron Point Road Xing	IP	116.0
Hampton Station	HS	116.4
White Rock Road Xing	WR	118.0
County Line	CL	119.4
Wetzel-Oviate Spur	WO	120.4
Deer Creek Xing	DC	122.5
Latrobe Road Xing	LR	126.1
Latrobe Whistestop	LW	126.4

## Operating Segments:

Segment No.	From Milepost	To Milepost	Approved Operations
1	111.2 (FJ)	113.7 (EB)	Non-Revenue equipment moves/maintenance only
2	113.7 (EB)	114.4 (OA)	Revenue Operations (special events only – Sctn. 2.1.3)
3	114.4 (OA)	116.4 (HS)	Non-Revenue equipment moves/maintenance only
4	116.4 (HS)	119.4 (CL)	Revenue Operations (regularly scheduled service)
5	119.4 (CL)	126.4 (LW)	Revenue Operations (special events; light equipment/motorcars only – Sctn. 2.1.3)

## Operating Schedule:

The anticipated operating tempo for this license term is between 40 and 60 days annually.

Regular revenue operations will be conducted on weekends in Segment 4, between Hampton Station (MP 116.4) and County Line (MP 119.4). These operations will be a mix of motorcar and/or train excursions, depending on the season, weather conditions, and customer demand. In addition to regular hourly excursions, Segment 4 may also be the venue for school field trips, occasional Dinner Trains, and select Holiday Trains. Hampton Station is also the site of our annual RailFest celebration.

A variety of events will also be held in Segment 2 (MP 113.7-MP 114.4), under the special events clause of the license agreement (Sctn. 2.1.3), and are approved using the City of Folsom’s Special Event process. Typical of these are popular programs such as our Mother’s Day Brunch, Pumpkin Patch Flyer, and Santa’s Whistlestop Adventure.

Events within Segment 5 (MP 119.4-126.4) are also governed under Sctn. 2.1.3 of the license agreement, and a special event permit must be obtained for those events from the County of El Dorado. The departure point for these events might be Hampton Station, White Rock Station, or another location within El Dorado County previously approved by both the County of El Dorado and the JPA, per Sctn. 2.1.4 of the License Agreement. Excursions in this segment may include offerings such as the Deer Creek Flyer, Cothrin Comet, and Latrobe Breakfast Special.

Consistent with past approvals, P&SVRR requests the JPA and Member Agencies acknowledge and approve the following locations as established boarding points:

Willow Springs Whistlestop (MP 113.7 – Segment 2)

Oak Station (MP 114.4 – Segment 2)

Hampton Station (MP 116.4 – Segment 4)

White Rock Station (MP 118.0 – Segment 4)

Aerodrome Whistlestop (MP 119.3 – Segment 4)  
Cothrin Station (MP 123.1 – Segment 5)  
Latrobe Station (MP 126.1 – Segment 5)  
Latrobe Whistlestop (MP 126.4 – Segment 5)

### **Capital Improvements:**

P&SVRR has plans to complete the following capital improvement projects during this license term. The listed capital improvements may be performed by P&SVRR only with the written permission of the JPA and the respective member agencies:

- Install “run-around” sidings at Hampton Station and County Line
- Construct Hampton Station to City of Folsom standards

The following capital improvements may also be performed by P&SVRR if and only if they are authorized by the El Dorado County Board of Supervisors at any point during the term of this license agreement:

- Upgrade track and bridges to FRA Class 1 standard between County Line and Latrobe
- Repair Shingle Lime Mine Gap to allow equipment exchange with El Dorado Western RR
- Construct Latrobe Station to El Dorado County standards
- Install crossing gates, signs and markings at Latrobe Road crossing

The listed capital improvements may be performed by P&SVRR only with the written permission of the JPA, the respective member agencies, and the property owner:

- Conduct planning and design of a service/storage facility south of White Rock Road

Notwithstanding the foregoing, and due to the suspension of excursion service through the Folsom Plan Area (MP 116.5 – MP117.9), no Excursion Service of any kind shall be permitted on that portion of the License Property unless and until:

1. The JPA has received written confirmation from the Federal Railroad Administration (FRA) that the track through that portion of the License Property meets current FRA Class 1 standards, and specifically that the defects identified in the FRA Inspection Report, dated April 16, 2021, have been corrected and Excursion Service on that section is cleared to resume.
2. The JPA has received written confirmation from the California Public Utilities Commission (CPUC) that (a) the track through that portion of the License Property meets current FRA Class 1 standards, (b) the defects identified in the CPUC Railroad Safety Inspection Report, dated April 22, 2021, have been corrected and (c) all road crossings in that portion of the License Property have adequate crossing protection, or that an

alternative arrangement for the protection of said crossings has been approved by the CPUC, the JPA, and City of Folsom. The JPA and/or the City of Folsom may, but shall not be required to, seek to cause crossing arms or other protection to be installed in said crossings at no cost to the JPA or the City of Folsom.

Both parties understand that CPUC approval of any alternative arrangement for such crossings is temporary in nature and that, for excursion service to continue in that portion of the License Property, the Type 9 Crossing Protection called for in the original CPUC approval needs to be installed in a timeframe acceptable to CPUC. If for any reason that timeframe cannot be met, the JPA and/or City of Folsom may suspend this License Agreement indefinitely under the provisions of Section 7.2.1.

Copies of both inspection reports have been attached to this Exhibit A on the following pages.



## FRA/CPUC INSPECTION REPORTS

# INSPECTION REPORT

Inspector's Name Pendleton, Timothy M.		Inspector's Signature			Inspector's ID No. 68160	Report No. 33	Date yy mm dd 2021 04 16						
Railroad/Company Name & Address PLACERVILLE AND SACRAMENTO VALLEY RR, INC. 50 Natoma Street  Folsom CA 95630				R/C R	Division SYSTEM	RR/Co. Representative (Receipt Acknowledged) Name Mark Rackovan Title City Of Folsom Email mrackovan@folsom.ca.us Signature _____							
From: City FOLSOM	Codes 1300	Destination City & County			Codes	From Latitude							
State CA	06	City FOLSOM			1300	From Longitude							
County SACRAMENTO	C067	County SACRAMENTO			C067	To Latitude							
Mile Post: From 0116.40 To 0119.40		Inspection Point WALK AND MOTOR CAR MAIN TRACK			To Longitude								
Activity Code:	MTW	MTH											
Units:	1	2											
Sub Units:	0	0											
Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
1	0116.55	M	M	213	0121	C1	10	1		N	N	1	MTW
Description CENTER CRACKED OR BROKEN JOINT BAR (JOINTED TRACK). Next to bike crossing													
Seal Applied		Seal Removed			Hazard Class			UN/NA ID					
Violation Recommended <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Latitude:				Longitude:					
Written Notification to FRA of Remedial Action is: <input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional				Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?					
Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
2	0116.70	M	M	213	0109	B2	10	1		N	N	1	MTW
Description CROSSTIES NOT EFFECTIVELY DISTRIBUTED TO SUPPORT A 39-FOOT SEGMENT OF TRACK.													
Seal Applied		Seal Removed			Hazard Class			UN/NA ID					
Violation Recommended <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Latitude:				Longitude:					
Written Notification to FRA of Remedial Action is: <input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional				Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?					

# INSPECTION REPORT

(Continuation)

Inspector's ID No. 68160	Report No. 33	Report Date 4/16/2021
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Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
3	0116.80	M	M	213	0109	B3	10	1		N	N	1	MTW

**Description**  
NO EFFECTIVE SUPPORT TIES WITHIN THE PRESCRIBED DISTANCE FROM A JOINT.  
also a cluster of defective ties at this location.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID
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Violation Recommended <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Latitude:	Longitude:
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Written Notification to FRA of Remedial Action is: <input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional	Railroad Action Code	Date(mm/dd/yyyy):	Comments on back?
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Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
4										N	N	0	

**Description - [\*\* Comment to Railroad/Company \*\*]**  
Multiple locations for long stretches are without shoulder ballast due to construction work. As the weather warms up and PSVR resumes operations it will be important to dump ballast on all empty shoulder locations.

All new grade crossings appear to be in non compliance with FRA and CPUC standards and is currently under investigation.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID
--------------	--------------	--------------	----------

Violation Recommended <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Latitude:	Longitude:
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Written Notification to FRA of Remedial Action is: <input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional	Railroad Action Code	Date(mm/dd/yyyy):	Comments on back?
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# CPUC Railroad Safety Inspection Report



California Public Utilities Commission  
Railroad Operations and Safety Branch

<b>Lead Inspector</b>	Casey Cova		<b>Record ID</b>	GOIN 2021040032			
<b>Inspector Signature</b>			<b>Inspection Date</b>	04/22/2021			
<b>Railroad Information</b>							
<b>RR/CO Rep. Name</b>	Mark Rackovan		<b>Railroad ID</b>	RRSPJX			
<b>RR/CO Rep. Title</b>	Chief Executive Officer, Sacramento-Placerville		<b>Railroad Name</b>	Sac-Placerville JPA			
<b>RR/CO Rep. Signature</b>			<b>Address</b>	9451 ATKINSON STREET ROSEVILLE, 95747			
<b>Primary or Starting Location</b>				<b>Secondary or Ending Location</b>			
<b>City</b>	Folsom		<b>City</b>	Folsom			
<b>County</b>	Sacramento		<b>County</b>	Sacramento			
<b>Division or Line</b>	Placerville		<b>Division or Line</b>	Placerville			
<b>Subdivision or Line</b>			<b>Subdivision or Line</b>				
<b>Milepost</b>	116.50		<b>Milepost</b>	117.90			
<b>Inspection Notes</b>							
CPUC crossing inspectors Stewart and Cova performed a walking inspection between mp 116.5 and mp 117.9							
<b>Activity Code</b>	118A	26D					
<b>Activity Units</b>	3	3					
<b>Item</b>	<b>MP</b>	<b>Activity Code</b>	<b>Defect Code</b>	<b>Defect</b>	<b># Occ.</b>	<b>Remedial Action</b>	<b>Citation Recommended</b>
1	116.5	118A : INSPECTIONS ON WALKWAYS	104 : WALKWAY SLOPE IS EXCESSIVE, A GRADUAL SLOPE NOT TO EXCEED ONE INCH TO EIGHT INCHES	Yes	1	Yes	No
<b>Track No. / Name / Crossing</b>							
Bike path road crossing							
<b>Description of Defects or Comments</b>							

Drain installed near tracks has created an excessive slope from tracks and road crossing in the walkway.

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
2	117	118A : INSPECTIONS ON WALKWAYS	104 : WALKWAY SLOPE IS EXCESSIVE, A GRADUAL SLOPE NOT TO EXCEED ONE INCH TO EIGHT INCHES	Yes	1	Yes	No

**Track No. / Name / Crossing**

116.5-117.5

**Description of Defects or Comments**

Drainage ditches dug along tracks create a tripping hazard in the walkway.

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
3		118A : INSPECTIONS ON WALKWAYS	102 : ROUGH AND UNEVEN SURFACE CREATES A TRIPPING HAZARD	Yes	1	Yes	No

**Track No. / Name / Crossing**

Alder Creek road crossing

**Description of Defects or Comments**

Curb, drain, exposed utility boxes and crossing pads not filled in create a tripping hazard.

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
4		118A : INSPECTIONS ON WALKWAYS	102 : ROUGH AND UNEVEN SURFACE CREATES A TRIPPING HAZARD	Yes	1	Yes	No

**Track No. / Name / Crossing**

Grand Prairie road crossing

**Description of Defects or Comments**

Curb, drain, exposed utility boxes and crossing pads not filled in create a tripping hazard.

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
5		118A : INSPECTIONS ON WALKWAYS	102 : ROUGH AND UNEVEN SURFACE CREATES A TRIPPING HAZARD	Yes	1	Yes	No
<b>Track No. / Name / Crossing</b>							
Mangini road crossing							
<b>Description of Defects or Comments</b>							
Curb, exposed utility boxes and crossing pads not filled in create a tripping hazard.							
Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
6		26D : INSPECTIONS ON CLEARANCES ISSUES	201 : STRUCTURES IMPAIR THE SIDE CLEARANCE CREATING A CONTACT HAZARD	Yes	1	Yes	No
<b>Track No. / Name / Crossing</b>							
Grand Prairie road crossing							
<b>Description of Defects or Comments</b>							
Sign post installed within 8'6" creates a contact hazard.							



*Drain installed next to tracks creates an excessive slope in walkway.*



*Shoulders cut off ties for drainage create a tripping hazard in the walkway.*



*New crossings installed create multiple tripping hazards in the walkway (raised utility boxes, curb raised above sidewalks and roadway, crossing pads not filled in with ballast, and large rocks)*





*Sign post installed within 8' 6" of track center creates a contact hazard.*

## PUBLIC UTILITIES COMMISSION

180 Promenade Circle, Suite 115  
Sacramento, CA 95834



April 27, 2021

File: CORS2021040001

Mark Rackovan, P.E.  
Engineering Operations Manager  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

**Re: New Rail crossings over PSVRR tracks in the City of Folsom**

Dear Mr. Rackovan:

On April 22, 2021, I performed an inspection of the City of Folsom (City) crossings over Placerville and Sacramento Valley Railroad (PSVRR) tracks that were approved by the California Public Utilities Commission (CPUC/Commission) in Applications (A).15-04-005, 15-04-006, and 15-04-007. A.15-04-004 was also approved by the Commission but the crossing has not been constructed.

Results and recommendations from my inspection are listed below.

- A. A.15-04-005 – Approved as “C” Street, named Grand Prairie. CPUC Crossing Number (No.) 130AH-117.40 and US Department of Transportation (DOT) No. 968335R.
  - a. Missing required Commission Standard 9 warning devices.
  - b. Missing RXR and stop bars pavement markings.
  - c. Missing Emergency Notification System (ENS) signs.
  - d. Tripping hazard in northeast and southeast quadrants.
  
- B. A.15-04-006 – Approved as “A” Street, named Mangini Parkway. CPUC Crossing No.130AH-117.70 and DOT No. 968334J.
  - a. Missing required Commission Standard 9 warning devices.
  - b. Missing RXR and stop bars pavement markings.
  - c. Missing ENS signs.
  - d. Tripping hazard in northeast and southeast quadrants.
  - e. Missing California Manual on Unified Traffic Control Devices (CAMUTCD) W10-3 Advanced warning signs on both approaches of Old Placerville Road.
  
- C. A.15-04-007 – Approved as “Easton Valley Parkway” Street, named Alder Creek. CPUC Crossing No.130AH-117.00 and DOT No. 968332V.
  - a. Missing required Commission Standard 9 warning devices.
  - b. Missing RXR and stop bars pavement markings.
  - c. Missing ENS signs.
  - d. Tripping hazard in northeast and southeast quadrants.
  - e. Missing CAMUTCD W10-1 Advanced warning signs in westbound direction.

Mark Rackovan, P.E.  
CORS202104001  
April 27, 2021

The unregistered trail crossing needs to be closed. Commission staff recommends that the City incorporate the trail crossing into the design of the proposed New Placerville Road crossing for both crossings Commission approval.

These crossings need to be brought into compliance with the CAMUTCD and GOs 26-D, 75-D, and 118-A as soon as possible. Please prepare a schedule to remedy these conditions and respond to the CPUC within 15 days of receipt of this letter.

If you have any questions, please feel free to contact me at (916) 928-2515.

Sincerely,

A handwritten signature in black ink, appearing to read "David Stewart", with a long horizontal flourish extending to the right.

David Stewart  
Utilities Engineer  
Rail Crossings & Engineering Branch  
Rail Safety Division

Cc:  
Tim Pendleton, FRA  
Casey Cova, CPUC

LICENSE AGREEMENT  
FOR  
EXCURSION RAIL OPERATIONS

**EXHIBIT B**

**Operating Goals**

Based on the P&SVRR Operating Plan as set forth in Exhibit A, the following Excursion Service operational expectations are defined.

1. Annually, P&SVRR will submit a report to the SPTC JPA Board summarizing P&SVRR's target goals and actual numbers achieved for the following performance measures:
  - a. Ridership
  - b. Revenue
  - c. Capital improvement progress
  - d. Track maintenance progress
2. If the JPA chooses at any time to obtain an independent track inspection, the JPA will provide P&SVRR prior notice of the date and time of any such inspection. If that inspection results in a Corrective Action Plan to prioritize and guide track maintenance, P&SVRR agrees to incorporate any Corrective Action Plan approved by the JPA into its maintenance schedule.
3. During the term of this agreement, P&SVRR agrees to provide JPA staff current copies of all applicable P&SVRR Operating Rules, Timetables, General Orders, and Special Instructions that govern P&SVRR operations, and to also provide any applicable amendments, revisions, or changes to same as they occur. P&SVRR will also provide links to all online training and testing materials used by P&SVRR, and assist JPA staff in the navigation and understanding of same. Furthermore, P&SVRR will endeavor in good faith to keep JPA apprised of any relevant changes to the General Code of Operating Rules (GCOR), FRA/CPUC regulations, and any other Laws, regulations or guidelines that may apply to P&SVRR operations.

# STAFF REPORT

Board Meeting Date: November 4, 2024

Page 1 of 1

**INFORMATION: City of Rancho Cordova**

**AGENDA ITEM  
NO. 6b**

## **DISCUSSION:**

On August 5, 2024, the Board gave directions to discuss membership to the JPA with the City of Rancho Cordova. On September 6, 2024, JPA staff met with the City of Rancho Cordova management staff to discuss this option.

On October 7, 2024, Rancho Cordova City Council had a presentation by David Wong, Assistant City Manager regarding joining the JPA. All of the Council members comments were supportive of the City becoming a member of the JPA and the Council voted unanimously to join the JPA and provide an annual contribution as a member of the JPA.

The CEO working with Counsel will bring an updated "Joint Powers Agreement for the Acquisition and Preservation of the Southern Pacific Placerville Branch Right-of-Way" (the JPA Agreement) and a Continued Funding Agreement to the JPA Board for consideration and approval in February. These documents will then need to go to each member agency for approval.

## **BOARD ACTION:**

Direct staff to move forward with associated documents to add the City of Rancho Cordova as a member agency and eliminate the member at large Board member position.

# STAFF REPORT

Board Meeting Date: November 4, 2024

Page 1 of 4

INFORMATION and Direction: Master Plan

AGENDA ITEM  
NO. 6c

## DISCUSSION:

### **Purpose of the JPA**

The purpose for the creation of the SPTC-JPA is set forth in the 1991 Joint Powers Agreement, which reads as follows:

“The purpose of this Agreement is to provide for the acquisition of the Southern Pacific Transportation Company’s Placerville Branch (“Placerville Branch”), and to provide reciprocal use agreements for transportation and transportation preservation uses as may be desired by the [member] agencies through the creation of a joint powers authority.” (JPA Agreement, Section 3.)

Upon acquisition of the Placerville Branch in 1996, the SPTC-JPA and its member agencies entered into the Reciprocal Use and Funding Agreement (RUFA) “to establish their joint and several rights and responsibilities with respect to the acquisition, ownership, use, operation, improvement, maintenance and eventual disposition of the rail corridor.” (RUFA, Third Recital.)

### **Current Uses of the Rail Corridor**

#### **Regional Transit**

- ▶ **65th St. Overcrossing in Sacramento to the Folsom Wye**: Used primarily for Sacramento RTD’s light rail operations. The ability to use this area for other future public uses may be limited.

#### **City of Folsom/Sacramento County**

- ▶ **Folsom Wye to the P&SVRR Station at Iron Pointe Road**: Used for P&SVRR’s movement of equipment between P&SVRR’s storage area at the Wye and the station. Some segments of Folsom’s Humbug Willow Creek Trail are also located in this area.
- ▶ **P&SVRR Station at Iron Pointe Road to the Sacramento/El Dorado County Line**: Used for P&SVRR’s excursion rail operations. It also comprises the Western end of the JPA’s natural trail project, which is currently under

construction and is waiting for environmental permits to be issued to continue work.

### **El Dorado County**

- ▶ **Sacramento/El Dorado County Line to Latrobe**: This area is part of the JPA's natural trail project but is otherwise unused.
- ▶ **Latrobe to Shingle Springs**: El Dorado County has completed studies for the natural trail. Environmental permits have been issued.
- ▶ **Shingle Springs to El Dorado**: This area is currently used by the El Dorado Western Railroad, which operates a rail museum and conducts weekend excursion rail operations. This area is also covered in the natural trail studies and has obtained the environmental permits.
- ▶ **El Dorado to Missouri Flat Road**: The El Dorado Western Railroad also conducts excursion rail operations in this segment of the corridor. In addition, a Class I path has been completed adjacent to the rail in this segment. A natural trail exists on the opposite side of the rail, which trail volunteers are currently working on.
- ▶ **Missouri Flat Road to Apex**: There is no longer any trackage in this area of the corridor. It is entirely used for a Class I path.

### **Existing Planning Documents**

El Dorado County Sacramento Placerville Transportation Corridor Master Plan-2003  
Sacramento Placerville Transportation Corridor Natural Trail-2019

El Dorado Transportation Commission Corridor Study-2015

### **History of the Discussion on the Future Role of the JPA.**

At the meeting of March 24, 1997, the Board discussed the future role of the JPA and Staff requested direction. Director Cox stated that he would like to see a proactive JPA and wanted to see staff provide a detailed plan before acting on this item. Director Hoffacker stated that he believed the JPA needed to formulate a vision for the future and that the JPA should assume primary responsibility for planning uses within the corridor. Director Steinberg stated that he believed the JPA should play a dynamic role in planning and making use of the Corridor. Director Nielson stated that it did not make sense to have four separate operators within the Corridor for all uses. Director Holderness stated that he wanted to see a specific presentation on what the JPA will do and requested that the Staff provide information on what other similar JPA's are doing.

During the next two years, the Hoyt Company was hired to facilitate a planning effort, which resulted in the following summary of findings set forth in a Staff report to the Board dated May 17, 1999:

#### The Future

- Need a stronger agreement than the RUFA for roles/responsibilities
- Move to acquire next railroad right of way corridor (Roseville to Folsom)
- Facilitate utilization of corridor and spearhead corridor development
- Master plan uses and coordinate different uses by individual jurisdictions
- Restore rail in portions of the corridor
- Be a more dynamic organization
- Act as an umbrella organization to help facilitate light rail service, should it ever run through multiple jurisdictions in the future
- Advocate for rail expansion
- Discuss passenger or excursion service
- Develop a business plan

At the end of the 1990s, the City of Folsom and Sacramento RT had not been able to reach agreement on the terms of potential light rail service between Sacramento and Folsom. Moreover, the uses of the corridor between Hazel Avenue and its terminus in El Dorado County had not yet been determined. Therefore, the JPA Board had a desire for a strong, proactive JPA that would take the lead on the planning and development of various uses in the corridor.

As noted above, the first finding of the 1999 Staff Report was that the JPA needed a stronger agreement than the RUFA to define its roles and responsibilities. The RUFA leaves the ownership of the corridor in the JPA's hands but gives the member agencies all power to determine uses and grant third-party rights in their respective portions of the corridor. The JPA can do nothing in the corridor without permission from the applicable member agencies. Notwithstanding the Board's desire to create a stronger agreement giving the JPA more powers, such an agreement never came about.

Today, the situation is very different than it was in the 1990s. With the JPA's assistance, the City of Folsom and Sacramento RT signed an amendment to the RUFA in September 2003 that brought light rail service to downtown Folsom in 2005. The area between the Folsom Wye and the Sacramento/El Dorado County line is still in the process of being developed with numerous street crossings and is now used for various trail and excursion rail services, as noted above. Finally, El Dorado County completed a Master Plan for its portion of the corridor in 2003 and is developing various areas in accordance with that plan.

#### **What makes sense now?**

Given the foregoing history, Staff seeks direction from the Board about where to go from here.



- Option 1     Prepare Master Plan: Under this option, the JPA would proceed to prepare a master plan for the future development of the corridor. However, as noted above, enforcement of any such master plan would require a comprehensive revision to the RUFA in which the member agencies would give the JPA greater powers to determine property uses in their allocated portions of the corridor. Otherwise, a master plan prepared by the JPA would only have the effect of an advisory statement. Taking on such a role would also significantly increase the JPA's annual expenditures and require greater annual contributions by the member agencies.
- Option 2     Update the Reciprocal Use and Funding Agreement and Continue to Facilitate Inter-Agency Uses: Under this option, the JPA would lead an effort to update the RUFA without significantly altering its framework and seek to facilitate potential interagency uses of the corridor. Planning and development of the corridor would be left to the member jurisdictions. This option would not increase the JPA's annual expenditures.
- Option 3     Continue to Facilitate Inter-Agency Uses: under this option, the JPA would simply continue to facilitate potential interagency uses of the corridor with no need to update the RUFA. This option would not increase the JPA's annual expenditures.

**Staff Recommendation**

Staff recommends Option 2 for the following reasons:

- Consolidating the RUFA and all amendments after almost 30 years would be helpful.
- This would give the Board the opportunity to modify the RUFA as needed, since it would go to all member agencies for approval.

**BOARD ACTION:**

Provide directions to staff regarding how the board would like to move forward.



THE HOYT CO.

Transportation,  
Air Quality,  
Land Use,  
Planning  
&  
Development

### Mission/Role of JPA: Research to Date

- land management, property management
- maintain rail transportation continuity
- oversee plans/EIRs for area such as El Dorado Master Plan
- provide guidance regarding excursion service
- forum for communication - reduces friction
- nothing would get done without JPA/need vision and to implement
- United Nations - play bad cop if needed
- need stronger agreement than RUFA for roles/responsibilities
- similar to homeowners association - help take care of whole/not just own piece of corridor
- standardize maintenance, weed abatement
- move on to acquire next railroad right of way corridor (Roseville to Folsom)
- uniform standards - weed abatement, grade crossings, maintenance
- vehicle for cooperation on the development of uses and utilization
- spearhead technical and engineering analysis of potential uses
- spearhead corridor development
- master plan uses and coordinate different uses by individual jurisdictions
- restoring rail in portions of the corridor
- more dynamic organization
- fosters regionalism (always talk about it - this does it; things worked out via consensus)
- JPA could act as a "buffer" if RT ever ran LRT into El Dorado County (since RT is Sacramento City dominated)
- advocate for rail expansion
- need "Board orientation/workshop" - give history, map, list Board make-up, don't assume anyone knows anything. Part-time role of a part-time job (Note: meetings so infrequent it is hard to feel involved)
- more autonomy for local jurisdictions (i.e. less oversight of grade crossings)
- more recreational focus than transportation focus in El Dorado County
- possible oversight of excursion trains (or just between Folsom and El Dorado)
- facilitate utilization of corridor
- continuity of presence - a forum for information
- passenger or excursion service - there is a role - if not/maybe not
- need business plan

# STAFF REPORT

Board Meeting Date: May 17, 1999

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INFORMATION: Future Role of JPA - Research to Date

AGENDA ITEM  
NO. 5

## INFORMATION

When the Engineering and Planning Consultant was hired in 1998, the scope of the work included an assessment of the mission and future role of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (JPA). This on-going process has resulted in the interview of JPA Board members from El Dorado County, the City of Folsom, Regional Transit, and Sacramento County; JPA staff including the Chief Executive Officer, the RT representative, the City of Folsom representative, the El Dorado County representative, the Sacramento County representative, and the JPA Legal Counsel. Also interviewed were the RT General Manager and the El Dorado County Transportation Commission Executive Director.

Staff has initiated meetings with the new Board Directors and as of the May 17th Board Meeting, staff has met with Director Rob Kerth and Director Roger Niello. Meetings with Director Sam Bradley and Director Kerri Howell are in the scheduling process.

To provide the Board a better sense of what research has been gathered to date, provided below are various comments that have been said by those interviewed. Almost all comments were very positive and supportive of the JPA.

### General Assessment

- Nothing would get done without the JPA.
- JPA acts similar to a homeowners association, taking care of the whole and not just one piece of corridor; almost a United Nations.
- Acts as a "bad cop" if needed.
- Is a vehicle for cooperation on the development of uses and utilization.
- Fosters regionalism by doing what is said rather than just talking.
- Issues are worked out via consensus.
- Provides a continuity of presence.
- Act as a forum for information.
- Provides vision and implementation.
- One jurisdiction suggested more autonomy for local jurisdictions within the JPA structure (i.e. less oversight of grade crossings).

**SACRAMENTO-PLACERVILLE TRANSPORTATION  
CORRIDOR JOINT POWERS AUTHORITY**

# STAFF REPORT

Board Meeting Date: May 17, 1999

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INFORMATION: Future Role of JPA - Research to Date

AGENDA ITEM  
NO. 5

## INFORMATION

### Specific Roles

- Land management and property management.
- Maintenance of rail transportation continuity.
- Overseeing plans/EIRs for areas such as the El Dorado Master Plan.
- Provide guidance regarding excursion service.
- Act as a forum for communication reducing friction between jurisdictions.
- Establish uniform standards of weed abatement, grade crossings, and maintenance.
- Spearhead technical and engineering analysis of potential use.
- More recreational focus than transportation focus in El Dorado County.
- Possible oversight of excursion trains to Sacramento or just between Folsom and El Dorado.

### The Future

- Need a stronger agreement than the RUFA for roles/responsibilities.
- Move to acquire next railroad right of way corridor (Roseville to Folsom).
- Facilitate utilization of corridor and spearhead corridor development.
- Master plan uses and coordinate different uses by individual jurisdictions.
- Restore rail in portions of the corridor.
- Be a more dynamic organization.
- Act as an umbrella organization to help facilitate light rail service should it ever run through multiple jurisdictions in the future.
- Advocate for rail expansion.
- Discuss passenger or excursion service.
- Develop a business plan.

As the Board has recently experienced a substantial turnover, the Consultant will interview each new Board member in regards to their position on the mission and future role of the JPA. Board suggestions to staff of other stakeholders to interview on the future role of the JPA is encouraged.

Information Only: No Board action required.