CITY OF LINCOLN
2026 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY*
February 24, 2026

AS A COURTESY, PLEASE TURN OFF ALL CELL PHONES & ELECTRONIC DEVICES DURING THE MEETING

-COUNCIL MEETING AGENDA-

6:00 PM

Mayor Richard Pearl
Mayor Pro Tem Whitney Eklund **Councilmember Holly Andreatta**
Councilmember Ben Brown **Councilmember John Reedy**

City Hall (Extremely Limited Seating Capacity)
3rd Floor Council Chambers
600 Sixth Street
Lincoln, CA 95648

or attend via

ZOOM
register by using this link:
https://us06web.zoom.us/webinar/register/WN_L1sVeRjjSwaygN5OEfk5ew
or participate by calling US: +1 (669) 900-6833
use ID #842 1355 6096
and use *9 to raise hand to speak

EXECUTIVE TEAM

Sean Scully, City Manager	Kristine Mollenkopf, City Attorney
Nita Wracker, Asst. City Manager / Finance Director	Matt Alves, Police Chief
Jennifer Brown, Chief Innovation & Tech. Officer	Vin Cay, City Engineer
Erin Frye, Econ. Dev. & Communication Specialist	Kathryn Hunt, Library Services Director
Hope Ithurburn, City Clerk	Matthew Medill, Public Works Director
Veronica Rodriguez, Human Resources Director	Anthony Mejia, Fire Chief

MISSION STATEMENT: To provide the highest level of service responsive to our community's expectations and to enhance the quality of life and economic vitality.

THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

Americans with Disabilities Act (ADA): In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (916) 434-2490. The meeting room is wheelchair accessible and disabled parking is available. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Availability: The main posting location of the City Council Agenda pursuant to the Brown Act, Government Code § 54954.2(a) is on the public kiosk outside the entrance of City Hall, 600 6th Street, Lincoln, California. City Council Agenda Packets are available for review at the City Clerk's Office, 600 6th Street, Lincoln, California, and "Live and Archived" meetings, minutes and videos are available on the City's website at www.Lincolnca.gov. City Council Meetings are televised live 6:00PM on Cable channel 18.

Public Input: Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker card to City staff. Speaker cards are available near the entrance of the meeting location. Persons wishing to address the City Council on an item appearing on this agenda will be called upon at the appropriate time during the item's consideration. Persons wishing to address the City Council on an item not appearing on the agenda will be called upon during "Public Comment on Non-Agenda Items." In either case, please stand to be recognized by the Mayor when your name is called. Please note: comments from the audience without coming to the podium may be disregarded or ruled out of order. All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.

Special Meeting Public Input: Only issues listed on a special meeting agenda may be addressed pursuant to the Brown Act's regulation of Special Meetings.

Consent Agenda: All matters on the Consent Agenda are considered routine business and will be enacted by one motion. There will be no separate discussion of these items unless a member of the City Council requests a specific item be removed from the Consent Agenda for separate action. Any items removed will be considered after the remainder of the Consent Agenda.

Judicial Review: Pursuant to applicable laws and regulations, including without limitation, California Government Code § 65009 and/or California Public Resources Code § 21177, if you wish to challenge in court any of the decisions made by the City Council, including any action regarding planning, zoning or environmental decisions, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

1. CLOSED SESSION - 4:00pm

1.A Public Employee Performance Evaluation and Compensation, Title: City Attorney

1.B Public Employee Performance Evaluation and Compensation, Title: City Manager

1.C Conference with Legal Counsel - Existing Litigation. City of Lincoln v. The Gathering Inn, et al., Placer County Superior Court case no. S-CV-0053711

1.D Conference with Labor Negotiator - Pursuant to Government Code Section Â§54957.6, City Designated Representative: Veronica Rodriguez, Organization: Local 39 Professional and Administrative Employee Group.

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENT ON CLOSED SESSION *In person only.

GENERAL SESSION - 6:00pm

INSPIRATION OR INVOCATION

5. CALL TO ORDER

6. ROLL CALL

7. REPORT FROM CLOSED SESSION (if any)

8. PLEDGE OF ALLEGIANCE

9. AGENDA MODIFICATIONS

10. PRESENTATIONS

11. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COUNCIL * ***All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.***

12. CONSENT

12.A Approval of Meeting Minutes of the January 27, 2026 Regular City Council Meeting. (Hope Ithurburn)

12.B Adopt a Resolution Authorizing the City Manager to Accept $11,500 in Additional Funds From the California Office of Traffic Safety for the 2025 Police Traffic Services Grant Program, Selective Traffic Enforcement Program (STEP). (Matt Alves)

12.C Adopt a Resolution Accepting the Joiner Ranch East-Phase 1 Subdivision and Frontage/Public Improvements and Authorize the City Clerk to File the Notices of Completion with the Placer County Recorder. (Sukhpal (SP) Mann)

12.D Adopt a Resolution Accepting the Joiner Ranch East-Phase 2 Subdivision Improvements, with the Exception of the Frontage Landscaping along Nicolaus Road and Within the Lot E drainage basin, as Complete and Authorize the City Clerk to File the Notice of Completion with the Placer County Recorder. (Sukhpal (SP) Mann)

12.E Adopt a Resolution Authorization the City Manager to Execute an Accommodation Recording Agreement for Acceptance of Landscaped Parcels (APNs 009-160-069-0000 and 009-160-068-0000). (Matthew Medill)

12.F Waive Second Reading and Adopt an Ordinance of the City of Lincoln Amending Lincoln Municipal Code Section 10.40.140 Regarding Parking on Unpaved Surfaces. (Kristine

Mollenkopf)

13. PUBLIC HEARINGS

13.A Waive First Reading and Introduce an Ordinance of the City of Lincoln Repealing Lincoln Municipal Code Chapter 6.28, and Amending Lincoln Municipal Code Sections 6.24.010, 6.24.060, 18.22.020, 18.22.030, 18.26.010, 18.26.020, and 18.26.030 - Canine and Feline Kennel Uses. (Kristine Mollenkopf)

14. GENERAL BUSINESS

14.A Adopt a Resolution Authorizing an Amendment to the 2025-2027 Biennium Budget for Fiscal Year 2025-2026. (Nita Wracker)

14.B Authorize Augmentation of the Fiscal Year 2025-2026 Budget by $125,000 (Fund 2850) and Adopt a Resolution Authorizing the City Manager to Execute a Contract with Integrazers for Citywide Grazing Services. (Matthew Medill/Scott Boynton)

14.C Adopt a Resolution Establishing Five (5) Reserve Fire Inspector Positions Within the Fire Department and Authorize a Stipend of $150 Per Month to be Funded Within the Fire Department Operating Budget. (Claire True)

15. CITY MANAGER REPORTS

16. COUNCIL INITIATED BUSINESS

17. COMMITTEE REPORTS

18. INFORMATION ITEMS

19. ADJOURNMENT

NOTE: *Materials related to an item on this Agenda submitted to the Council/Redevelopment Successor Agency after distribution of the agenda packet are available for public inspection in the City Clerk's office at 600 Sixth Street, Lincoln, CA during normal business hours. Such documents are also available on the City of Lincoln's website at https://www.lincolnca.gov/ subject to staff's availability to post the documents before the meeting.*

In compliance with the American with Disabilities Act, the City will provide special assistance for disabled members of the public. The meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need a disability-related modification or accommodation to participate in the meeting, please contact the City Clerk's Office at (916) 434-2490. As a courtesy, please make every effort to inform the Clerk of your needs at least 24 hours prior to the meeting so the City may make reasonable arrangements to ensure accessibility to this meeting.

Pursuant to applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (including any action regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

Levine Act Provisions -- The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Lincoln that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officer totaling more than $500 within the 12 months before the City decision. This includes contributions to Councilmembers, Planning Commissioners and members of other City boards and commissions.

STAFF REPORT

Item Number 1.A

SUBJECT:	Public Employee Performance Evaluation and Compensation, Title: City Attorney
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Clerk's Office
DATE:	February 24, 2026

STAFF REPORT

Item Number 1.B

SUBJECT:	Public Employee Performance Evaluation and Compensation, Title: City Manager
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Clerk's Office
DATE:	February 24, 2026

STAFF REPORT

Item Number 1.C

SUBJECT:	Conference with Legal Counsel - Existing Litigation. City of Lincoln v. The Gathering Inn, et al., Placer County Superior Court case no. S-CV-0053711
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Attorney's Office
DATE:	February 24, 2026

STAFF REPORT

Item Number 1.D

SUBJECT:	Conference with Labor Negotiator - Pursuant to Government Code Section §54957.6, City Designated Representative: Veronica Rodriguez, Organization: Local 39 Professional and Administrative Employee Group.
SUBMITTED BY:	City Clerk
DEPARTMENT:	Human Resources
DATE:	February 24, 2026

STAFF REPORT

Item Number 12.A

SUBJECT:	Approval of Meeting Minutes of the January 27, 2026 Regular City Council Meeting. (Hope Ithurburn)
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Manager's Office
DATE:	February 24, 2026

ATTACHMENTS:
1.DRAFT - MEETING MINUTES, 2.10.26.docx

MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
February 10, 2026

GENERAL SESSION – 6:00pm
The meeting was conducted in person at City Hall, 600 6th Street, Lincoln, CA, and virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18.

1. **CALL TO ORDER** by Mayor Pearl at 6:00 PM

2. **ROLL CALL:** Councilmembers present: Mayor Richard Pearl, Ben Brown, Whitney Eklund, John Reedy

   Councilmembers absent: Holly Andreatta

3. **REPORT FROM CLOSED SESSION (if any) – none.**

4. **PLEDGE OF ALLEGIANCE** – led by Ms. Linda Derosier.

5. **AGENDA MODIFICATIONS –** None.

6. **PRESENTATIONS**

6.A Lincoln Fire Department's 2025 Annual Report Presentation Fire Chief Mejia

Fire Chief Mejia presented to the Council with a brief discussion following. Mayor Pearl opened the discussion regarding the agenda item with no public comment.

7. **PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COUNCIL**

The following provided public comment:

Stan Nader, Lincoln resident
Fran Neves, Lincoln resident (via Zoom)

Staff responded briefly to comments. Seeing no further public comments, Mayor Pearl closed public comment.

8. **CONSENT**

Mayor Pearl asked if any members of the City Council or staff would like to pull any items from the consent agenda – no items were pulled from consent.

8.A **Approval of Meeting Minutes** of January 27, 2026 Regular City Council meeting.

8.B Adopt **Resolution 2026-010** Approving the Improvement Plans and Technical Specifications and Authorizing the Engineering Department to Proceed with Bidding the Project for Construction for the 6th Street Strom Drain Repair Project (CIP 662).

8.C Adopt **Resolution 2026-011** Accepting the Offer of Dedication of Public Utility Easements from Lewis Land Holdings, LLC for the benefit of the Villages 1 & 2 within Liberty at Lincoln Phase 1 Project.

8.D Adopt **Resolution 2026-012** Approving a Notice of Completion for the Police Department IT Room Expansion Capital Improvement Project, CIP 622.

Mayor Pearl called for a motion of approval for the items. Councilmember Reedy motioned to approve, motion was seconded by Mayor Pro Tem Eklund. Passed by the following voice vote:

Ayes: Brown, Eklund, Pearl, Reedy
Noes: None
Absent: Andreatta
Abstain: None

9. PUBLIC HEARINGS

9.A Introduce and Waive First Reading of an Ordinance of the Lincoln Municipal Code Establishing Chapter 3.8 Related to the Regulation of the Operation of Tobacco and Vape Retailers.

City Attorney Kristine Mollenkopf presented to Council with a lengthy discussion following. Mayor Pearl opened the public hearing. The following provided public comment:

Sela Greenhouse, Lincoln resident

Seeing no further public comments and after discussion amongst Council and staff, the item was tabled to the March 10th, 2026 City Council meeting.

9.B Introduce and Waive First Reading of an Ordinance of the Lincoln Municipal Code Amending Section 10.40.140 Relating to Parking on Unpaved Surfaces.

City Attorney Kristine Mollenkopf presented to Council with a brief discussion following. Mayor Pearl opened the public hearing. The following provided public comment:

Jason Dagget, Lincoln resident

Seeing no further public comments, Mayor Pearl called for a motion of approval for the item including the revisions as noted by Council. Mayor Pro Tem Eklund motioned to approve, motion was seconded by Councilmember Reedy. Passed by the following voice vote:

Ayes: Brown, Eklund, Pearl, Reedy
Noes: None
Absent: Andreatta
Abstain: None

DRAFT

10. GENERAL BUSINESS

10.A Adopt **Resolution 2026-013** Authorizing the City Manager to Enter into a Lease with the Lincoln Chamber of Commerce Subject to City Attorney Concurrence and Approval.

City Manager Sean Scully presented to Council with a brief discussion; Tom Indrieri, CEO Lincoln Area Chamber also provided comments. Mayor Pearl opened public comment.

Seeing no public comment, Mayor Pearl called for a motion of approval for the item. Councilmember Brown motioned to approve, motion was seconded by Councilmember Reedy. Passed by the following voice vote:

Ayes:	Brown, Eklund, Pearl, Reedy
Noes:	None
Absent:	Andreatta
Abstain:	None

10.B Adopt **Resolution 2026-014** Approving the City Council Chambers Remodel and Technology Update Project.

City Manager Sean Sully presented to Council with a brief discussion following. Mayor Pearl opened public comment with the following providing public comment:

Stan Nader, Lincoln resident
Darla Gutierrez, Lincoln resident

Seeing no further public comments, Mayor Pearl called for a motion of approval for the item. Councilmember Reedy motioned to approve, motion was seconded by Mayor Pro Tem Eklund. Passed by the following voice vote:

Ayes:	Brown, Eklund, Pearl, Reedy
Noes:	None
Absent:	Andreatta
Abstain:	None

11. CITY MANAGER REPORTS
City Manager Scully provided an update regarding the application status of the All-American City award, the City's upcoming leadership class, and upcoming miscellaneous workshops.

12. COUNCIL INITIATED BUSINESS – none.

13. COMMITTEE REPORTS
Mayor Pearl reported on a recently attended Pioneer Community Energy board meeting, Placer County Air Pollution Control District board meeting, and an upcoming Airport Committee meeting. Mayor Pro Tem Eklund reported on a recently attended Local Area Formation Commission (LAFCO) board meeting, Economic Development Committee (EDC) meeting, and an upcoming Airport Committee meeting.

14. INFORMATION ITEMS – none.

15. **ADJOURNMENT**

Mayor Pearl adjourned the meeting at 8:07 pm.

Respectfully submitted by Hope Ithurburn, City Clerk

_____
Hope Ithurburn, City Clerk

DRAFT

STAFF REPORT

Item Number 12.B

SUBJECT: Adopt a Resolution Authorizing the City Manager to Accept $11,500 in Additional Funds From the California Office of Traffic Safety for the 2025 Police Traffic Services Grant Program, Selective Traffic Enforcement Program (STEP). (Matt Alves)

SUBMITTED BY: City Clerk

DEPARTMENT: Police

DATE: February 24, 2026

STAFF RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the City Manager or designee to accept $11,500 in additional funds from the California Office of Traffic Safety for the 2025 Police Traffic Services Grant Program, Selective Traffic Enforcement Program (STEP) to fund the production of a public education video on traffic stop safety.

Staff also recommends that revenue and expense accounts be augmented to reflect the update to the grant award in the amount of $11,500.

BACKGROUND/INTRODUCTION:

The Lincoln Police Department has been awarded and received the 2025/2026 California Office of Traffic Safety Police Traffic Services Grant for $60,000. Through further communication with the Office of Traffic Safety, the department has been selected to receive additional funds in the amount of $11,500 to create a driver and officer safety education video on what to expect during a traffic stop. This will be a short public education video meant for social media and school use.

FINDINGS/ANALYSIS:

- Selected public agencies will be funded for year. Funding amount will be evaluated based on the submitted grant proposal.
- Selected public agencies will be required to submit a resolution from their government body authorizing acceptance of the grant funding.
- Selected public agencies may not use awarded funds to supplant existing state or local funds used for the same purpose.

Upon acceptance of these additional funds, the Lincoln Police Department would use grant

funds to hire a video production company to film and edit the public education video..

The grant and the additional funds do not require matching funds from the grantee

FISCAL IMPACT:
The cost of the program for one year $11,500. All costs associated to the program would be reimbursed by the State of California upon receipt of invoices. If Council declines to adopt the resolution, the Lincoln Police Department will not allocate existing funds to the program and will be unable to create the educational video.

Staff is requesting budget augmentation in the following amount for the awarded grant:

- OTS STEP Grant: A total revenue augmentation of $11,500.

ATTACHMENTS:
RESOLUTION 2026.docx

Grant Agreement.pdf

RESOLUTION 2026 – XXX

AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT $11,500 IN ADDITIONAL FUNDS FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE 2025 POLICE TRAFFIC SERVICES GRANT PROGRAM, SELECTIVE TRAFFIC ENFORCEMENT PROGRAM TO FUND THE PRODUCTION OF A PUBLIC EDUCATION VIDEO ON TRAFFIC STOP SAFETY AND AUTHORIZING THE AUGMENTATION OF THE APPROPRIATE REVENUE AND EXPENSE ACCOUNTS TO REFLECT THE INCREASE TO THE GRANT AWARD TO BE RECEIVED BY THE POLICE DEPARTMENT IN THE AMOUNT OF $11,500.

WHEREAS, the California Office of Traffic Safety provides local public agencies with funding to reduce injuries and deaths from traffic collisions and related incidents; and

WHEREAS, the Office of Traffic Safety makes these annual funds available to local law enforcement agencies through the California Office of Traffic Safety Police Traffic Services Grant Program; and

WHEREAS, the City of Lincoln desires to be proactive in decreasing injuries and fatalities associated with speed and other primary crash factors in the City of Lincoln; and

WHEREAS, City Council has established a Grants Management Policy on October 22, 2024, instructing for all awarded Grants, the department head or designee shall bring before City Council an agenda item to authorize a budget augmentation to revenues and expense and authority to expend funds awarded.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager or designee is authorized to accept a authorizing the City Manager or designee to accept $11,500 in additional funds from the California Office of Traffic Safety for the 2025 Police Traffic Services Grant Program, Selective Traffic Enforcement Program (STEP) to fund the production of a public education video on traffic stop safety and authorizing the augmentation of the appropriate revenue and expense accounts to reflect the increase to the grant award to be received by the Police Department in the amount of $11,500.

PASSED AND ADOPTED this 24th day of February, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____

Richard Pearl, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Lincoln

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Lincoln Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. **Federal Funds Allocated Under This Agreement Shall Not Exceed: $71,500.00**
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:
- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. **Approval Signatures**

A. GRANT DIRECTOR
NAME: Brett Schneider
TITLE: Corporal
EMAIL: bschneider@lincolnca.gov
PHONE: (916) 599-9888
ADDRESS: 770 7th St
Lincoln, CA 95648

(Signature) (Date)

B. AUTHORIZING OFFICIAL
ADDRESS: Matt Alves
Public Safety Chief
malves@lincolnca.gov
(916) 645-4057
770 7th St
Lincoln, CA 95648

(Signature) (Date)

C. FISCAL OFFICIAL
ADDRESS: Prashil Keshav
Financial Analst
prashil.keshav@lincolnca.gov
916-434-2433
600 6th Street
Lincoln, CA 95648

(Signature) (Date)

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
ADDRESS: Stephanie Dougherty
Director
stephanie.dougherty@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: J52GD7B2CU71 REGISTERED ADDRESS: 600 6th St CITY: Lincoln ZIP+4: 95648-1970

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405i DO-26	20.616	0521-0890-101	2025	04/25	BA/25	$11,500.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	$20,000.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	$30,000.00
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	$10,000.00
				AGREEMENT TOTAL		**$71,500.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$71,500.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$71,500.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
Geographic Area to be Served

The population of Lincoln is roughly 56,060 (2024). With the current economy, the City of Lincoln is still experiencing unprecedented growth with more than eight active development projects, 15 additional development projects in review and an expected 10.8% annual percent growth in population. The population in Lincoln is approximately 76.2 % White, 1.6% Black/African American, 0.6% American Indian/Alaskan Native, 6.4% Asian, 18.3% Hispanic or Latino and 10.9% people of two or more races. The City of Lincoln is home to a range of businesses and industries from fortune 500 to small family owner business. Lincoln is an active partner in Greater Sacramento Area Economic Council and expects an annual growth of 9.4% in the workforce. In addition to the above, the city is home to 6 high schools, 4 middle schools, and more than 8 elementary schools, both public and private. School age children make up a percentage of our pedestrian and bicycle population. We also have multiple 55 and over communities, to include a Del Webb community with an excess of 6,700 homes. These 55 and over communities account for many of the drivers in and around our city as well.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
Traffic Related Crashes

Using 2023 as a reference, the City of Lincoln had a documented total of 182 crashes and 58 of those involving injury. Of those crashes, 6 involved alcohol which remained the same from 2022 data. Due to ongoing enforcement, a return of the dedicated traffic unit along with training efforts for patrol, the number of DUI related arrests jumped from 88 (2022) to 118 in 2023, a 34% increase. In addition to alcohol being a factor in some crashes, red light running was the PCF for the majority of the injury crash reports with speed being a close second. Fatal crashes decreased by 50% from 2022 which we feel supports the need for additional education and enforcement as this was during our last OTS grant period. As we continue to see an increase in staffing, our equipment used to support traffic related details and overall function is slow to keep up. In recent years, through the assistance of other grant opportunities, we have been able to add critical equipment in an attempt to provide the best service to our community as possible. One area that we continue to work on increasing is our ability to not only respond to major crashes to include DUI related crashes and fatal crashes, but to provide investigations that lead to prosecution as well as closure for those affected.
In 2023, speeding was the primary crash factor in the city of Lincoln. There was 1 fatal crash resulting in 1 fatality. There were 8 injury crashes resulting in 10 injuries. By reducing a driver's speed, it would also reduce other types of crash factors since drivers would obtain additional stopping distances and additional time to react to hazards, thus avoid crashes. Studies have shown that radar speed signs have been a significant assistance in reducing speeds throughout the streets. Use of a radar speed sign will provide the ability to collect speed data along various streets to best determine the occurrence and times of violations. By having a mobile radar trailer, we will be able to easily place the trailer in various locations in a strategic and methodical manner.
With limited budget for OT from the general fund, directed enforcement activities are limited to what grant funds cover. Without grant funded enforcement, much of our proactive enforcement and education activities will cease. We have been fortunate that we now and continue to have staffing who not only is willing to work the dedicated overtime details but is available to due to less requirement to cover patrol on their off time.

Define the target population the grant intends to serve and how they are affected by the problem(s).
Any increase in overtime funding, leading to increased enforcement and education will not only affect the citizens of Lincoln, but those who travel in and through our city. As DUI's, traffic crashes, pedestrian safety and bike safety affects all our residents, we do not plan to focus our education and enforcement efforts towards any specific group. On a regular basis we see countless cyclists, pedestrians, and motorists traveling throughout our city for recreation, school, and work. The grant funded education and enforcement

will ensure safe roadways for all residents regardless of mode of transportation and bring awareness to the dangers of DUI, distracted driving and other vehicle code violations which result in crashes.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	4

8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
10. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
11. Participate in highly visible collaborative DUI Enforcement operations.	3
12. Participate in highly visible collaborative Traffic Enforcement operations.	1
13. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
14. Display the traffic stop educational video for public viewing.	1
15. Produce/Create an educational video demonstrating proper interactions by a peace officer and an individual during a traffic stop. Route the script and story board to the OTS PIO for approval prior to producing or creating the video.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.

- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.

- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405i DO-26	20.616	Driver and Officer Safety	$11,500.00
405e DDL-26	20.616	Distracted Driving Laws	$10,000.00
402PT-26	20.600	State and Community Highway Safety	$20,000.00
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$30,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-26	$8,000.00	2	$16,000.00
DUI Saturation Patrols	164AL-26	$1,100.00	4	$4,400.00
Collaborative DUI Enforcement	164AL-26	$1,200.00	3	$3,600.00
Benefits for 164AL @ 13.43%	164AL-26	$24,000.00	1	$3,223.00
Traffic Enforcement	402PT-26	$1,000.00	4	$4,000.00
Collaborative Traffic Enforcement	402PT-26	$1,000.00	1	$1,000.00
Traffic Safety Educational Presentations	402PT-26	$450.00	2	$900.00
Benefits 402PT @ 13.43%	402PT-26	$5,900.00	1	$792.00
Distracted Driving Enforcement	405e DDL-26	$1,763.20	5	$8,816.00
Benefits for 405e @ 13.43%	405e DDL-26	$8,816.00	1	$1,184.00
Traffic Stop Video Production	405i DO-26	$2,204.00	1	$2,204.00
Benefits for 405i @13.43%	405i DO-26	$2,204.00	1	$296.00
Category Sub-Total				$46,415.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$2,308.00	1	$2,308.00
				$0.00
Category Sub-Total				$2,308.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	$2,777.00	1	$2,777.00
Lidar Device	402PT-26	$2,500.00	1	$2,500.00
Radar Trailer	402PT-26	$8,500.00	1	$8,500.00
Traffic Stop Video Production	405i DO-26	$9,000.00	1	$9,000.00
Category Sub-Total				$22,777.00
F. INDIRECT COSTS				

				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$71,500.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits for 164AL @ 13.43% - Worker's Comp 2.36% Med/Den/Life 2.3% FICA 6.47% SUI 2.3% Total: 13.43% Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Benefits 402PT @ 13.43% - Worker's Comp 2.36% Med/Den/Life 2.3% FICA 6.47% SUI 2.3% Total: 13.43% Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 405e @ 13.43% - Worker's Comp 2.36% Med/Den/Life 2.3% FICA 6.47% SUI 2.3% Total: 13.43% Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
Traffic Stop Video Production - Overtime for production/Creation of educational videos demonstrating proper interactions by a peace officer and an individual during a traffic stops. The script and/or story board must be approved by the OTS PIO prior to producing or creating the video. Revision 1 - 12/31/2025 - Added $2,204 for producing educational video. Increase unit cost from $0 to $2,204. GE
Benefits for 405i @13.43% - Worker's Comp 2.36% Med/Den/Life 2.3% FICA 6.47% SUI 2.3% Total: 13.43% Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Revision 1 - 12/31/2025 - Added $296 for benefits. Increase unit cost from $0 to $296. GE
TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.

Radar Trailer - Trailer with radar to measure and display the speed of vehicles. Costs may include trailer, computer software, and modifications such as generator, paint, graphics and lighting.

Traffic Stop Video Production - Production/Creation of educational videos demonstrating proper interactions by a peace officer and an individual during a traffic stops. The script and/or story board must be approved by the OTS PIO prior to producing or creating the video.

Video Production - $9,000
Revision 1 - 12/31/2025 - Added $9,000 for producing educational video. Increase unit cost from $0 to $9,000. GE

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT26206
Agency Name:	Lincoln Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$71,500.00
Authorizing Official:	Matt Alves
Fiscal Official:	Prashil Keshav
Grant Director:	Brett Schneider

CURRENT GEMS USER(S)

1. Prashil Keshav
Title: Financial Analst
Phone: 916-434-2433
Email: prashil.keshav@lincolnca.gov
Media Contact: No

2. Renee Maldonado
Title: Administrative Analyst
Phone: 916-645-4057
Email: renee.maldonado@lincolnca.gov
Media Contact: No

3. Brett Schneider
Title: Corporal
Phone: (916) 599-9888
Email: bschneider@lincolnca.gov
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by:	Date:
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
Signature	Name Grant Director
Date	Title

STAFF REPORT

Item Number 12.C

SUBJECT: Adopt a Resolution Accepting the Joiner Ranch East-Phase 1 Subdivision and Frontage/Public Improvements and Authorize the City Clerk to File the Notices of Completion with the Placer County Recorder. (Sukhpal (SP) Mann)

SUBMITTED BY: SP Mann

DEPARTMENT: Engineering

DATE: February 24, 2026

STAFF RECOMMENDATION:

Adopt a resolution accepting the Joiner Ranch East-Phase 1 Subdivision and Frontage/Public Improvements, with the exception of frontage sidewalks and landscaping within Lots A and B and the frontage landscaping along Nicolaus Road Right-of-Way, as complete, and authorize the City Clerk to file the Notices of Completion with the Placer County Recorder (see Attachment 2).

The sewer and water infrastructure within this subdivision will be owned and maintained by the City. The Joiner Ranch Parkway frontage landscaping within Lots A & B, which were offered for dedication on the Joiner Ranch East- Phase 1 Final Map, are not being accepted for maintenance at this time.

BACKGROUND/INTRODUCTION:

On October 22, 2024, the City Council approved Resolution No 2024-218, authorizing the City Manager to execute a Subdivision Improvement Agreement with Jen California 24, LLC for the Joiner Ranch East (Phase 1) Subdivision Improvements Project (see Attachment 3). This project consists of the backbone infrastructure for 114 Residential lots. City Council consented to the irrevocable offers of dedication of Lots A & B for pedestrian access and landscape purposes as offered on the final subdivision map.

On July 24, 2024, the City Manager approved a Frontage/Public Improvement Agreement with Jen California 24, LLC for the Joiner Ranch East (Phase 1) public improvements (see Attachment 4). This consists of public improvements on the southeast corner of the Nicolaus Road and Joiner Parkway intersection.

On May 2, 2025, the subdivider granted an exclusive easement to PG&E that was recorded in the Placer County Records as Doc. 2025-0023812-00 (see Attachment 5).

On July 8, 2025, the City Council approved Resolution 2025-094 accepting a Public Utility

Easement over Lots A & B for the installation of dry utility infrastructure serving the project (see Attachment 6).

FINDINGS/ANALYSIS:

Jen California 24, LLC granted an exclusive easement to PG&E (See Attachment 5), without consent from the City, prior to the dedication of a PUE to the City. The statutes allow all dry utilities to exist within a public utility easement. Staff has expressed concern about the grant of exclusive easement rights to PG&E prior to the grant of the PUE to the City. Pursuant to conversations with Jen California 24, LLC, the subdivider has agreed to continue to maintain all the frontage landscaping along the project boundary and within the drainage basin per the Landscape Maintenance Agreement (Attachment 8) until PG&E quitclaims their exclusive easement. Therefore, all frontage landscaping as well as Lots A & B are not accepted at this time.

Final inspection of the improvements was performed on November 18, 2025. Staff has determined that work performed by Jen California 24, LLC is complete and in conformance with the terms of the Phase 1 Subdivision and Frontage/Public Improvement Agreements.

Jen California 24, LLC has paid for all construction inspection and administration costs associated with the Phase 1 project. Jen California 24, LLC has provided warranty bonds in the amount of $710,458 for the Subdivision Improvements and $100,187 for the Frontage/Public Improvements, in accordance with the amounts specified in the respective Phase 1 Agreements, guaranteeing the work for a period of one year from date of the filing of the Notices of Completion (see Attachment 7).

The subdivider, Jen California, LLC has agreed to maintain the bonding coverage for frontage landscaping with sidewalks along Joiner parkway as per the Landscape Maintenance Agreement until such time this work is accepted by the City Engineer.

FISCAL IMPACT:

The sidewalks and landscaping within Lots A and B, and the frontage landscaping along Nicolaus Road Right of Way, and the sewer and water infrastructure within this subdivision will be owned and maintained by the City upon acceptance. Joiner Ranch East-Phase 1 is part of CFD 2018-1 that will fund the maintenance of City infrastructure such as landscaping, parks, open space, streetlighting, street maintenance, traffic signals, stormwater quality, and drainage facilities. This subdivision is also part of CFD 2018-2 that funds City public services such as police and fire protection.

ATTACHMENTS:

Joiner Ranch East Ph 1 NOC.Doc2-Attach 1 Resolution.2026Feb24.spmann.docx

Joiner Ranch East Ph 1 NOC.Doc3-Attach 2 NOCs.2026Feb24.spmann.pdf

Joiner Ranch East Ph 1 NOC.Doc4-Attach 3 SIA.2026Feb24.spmann.pdf

Joiner Ranch East Ph 1 NOC.Doc5-Attach 4 PIA.2026Feb24.spmann.pdf

Joiner Ranch East Ph 1 NOC.Doc6-Attach 5 PGE Easement.2026Feb24.spmann.pdf

Joiner Ranch East Ph 1 NOC.Doc7-Attach 6 PUE.2026Feb24.spmann.pdf

Joiner Ranch East Ph 1 NOC.Doc8-Attach 7 Warranty Bonds.2026Feb24.spmann.pdf

Joiner Ranch East Ph 1 NOC.Doc9-Attach 8 Landscape Maintenance Agreement.2026Feb24.spmann.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ACCEPTING THE JOINER RANCH EAST PHASE 1 SUBDIVISION AND FRONTAGE/PUBLIC IMPROVEMENTS, WITH THE EXCEPTION OF FRONTAGE SIDEWALKS AND LANDSCAPING WITHIN LOTS A AND B AND THE FRONTAGE LANDSCAPING ALONG NICOLAUS ROAD RIGHT-OF-WAY, AS COMPLETE AND AUTHORIZING THE RECORDING OF THE NOTICES OF COMPLETION

WHEREAS, on October 22, 2024, the City of Lincoln entered into a Subdivision Agreement with Jen California 24, LLC for the Joiner Ranch East Phase 1 Subdivision Improvements Project; and

WHEREAS, on July 24, 2024, the City of Lincoln entered into a Frontage/Public Agreement with Jen California 24, LLC for the Joiner Ranch East Phase 1 Public Improvements Project; and

WHEREAS, all work with the above agreement was completed on November 18, 2025, in accordance with the agreements; and

WHEREAS, JEN California 24, LLC has provided a Landscape Maintenance Agreement regarding delaying the acceptance of the frontage sidewalks and landscaping until PG&E quitclaims their easement within Lots A & B; and

WHEREAS, City staff recommends to the City Council that said completed project be accepted, with the exception of frontage sidewalks and landscaping, and Notices of Completion be filed by the City Clerk; and

WHEREAS, City staff recommends the City Council authorize the City Manager to accept the Notice of Completion of frontage sidewalks and landscaping, and such Notices of Completion be filed by the City Clerk upon quitclaim of the PG&E easements within Lots A & B; and

NOW THEREFORE BE IT RESOLVED:

Section 1. Construction on the above-mentioned subdivision and frontage/public improvement agreements are hereby accepted as being complete in accordance with the plans and specifications.

Section 2. The City Manager is directed to execute and record the Notices of Completion on behalf of the City of Lincoln, with the exception of the frontage sidewalks and landscaping.

Section 3. The City Clerk is directed to execute and record the Notices of Completion on said project on behalf of the City of Lincoln.

Section 4. The City Manager is also authorized to accept the Notice of Completion of frontage sidewalks and landscaping, and such Notice of Completion be filed by the City upon quitclaim of the PG&E easements over the Public Utility Easements within Lots A & B.

PASSED AND ADOPTED this 24th day of February, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

RECORDING REQUEST BY:

City Clerk
City of Lincoln

WHEN RECORDED MAIL TO:

City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648
(Exempt from recording fees Govt. Code 27383)

NOTICE OF COMPLETION

Joiner Ranch East-Phase 1 Subdivision
Improvements
Owner: City of Lincoln
600 6th Street
Lincoln, CA 95648
County of Placer
State of California

NOTICE IS HEREBY GIVEN that on the 18th day of November, 2025, a Final Inspection on the Joiner Ranch East-Phase 1 Subdivision Improvements of the certain work approved on the improvement plans was performed, and all work was found to be in accordance with the Subdivision Improvement Agreement of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the Joiner Ranch East-Phase 1 Subdivision Improvements, with the exception of frontage sidewalks and landscaping within Lots A and B and the frontage landscaping along Nicolaus Road Right-of-Way, was completed on November 18, 2025, and accepted by the City Council of the City of Lincoln on February 24, 2026.

That the name of the surety on the developer's bond for payment on said contract is United States Fire Insurance Company, a New Jersey corporation. The scope of work for this project consisted of backbone infrastructure improvements in the City of Lincoln, California, for the City of Lincoln.

CITY OF LINCOLN

BY: _____
Hope Ithurburn, City Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

_____ _____
Date Signature

City of Lincoln
600 6th Street
Lincoln, CA 95648
Place

RECORDING REQUEST BY:

City Clerk
City of Lincoln

WHEN RECORDED MAIL TO:

City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648
(Exempt from recording fees Govt. Code 27383)

NOTICE OF COMPLETION

Joiner Ranch East (Phase 1) Public Improvements
Owner: City of Lincoln
600 6th Street
Lincoln, CA 95648
County of Placer
State of California

NOTICE IS HEREBY GIVEN that on the 18th day of November, 2025, a Final Inspection on the Joiner Ranch East (Phase 1) Public Improvements of the certain work approved on the improvement plans was performed, and all work was found to be in accordance with the Public Improvement Agreement of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the Joiner Ranch East (Phase 1) Public Improvements, with the exception of frontage sidewalks and landscaping within Lots A and B and the frontage landscaping along Nicolaus Road Right-of-Way, was completed on November 18, 2025, and accepted by the City Council of the City of Lincoln on February 24, 2026.

That the name of the surety on the developer's bond for payment on said contract is United States Fire Insurance Company, a New Jersey corporation. The scope of work for this project consisted of backbone infrastructure improvements in the City of Lincoln, California, for the City of Lincoln.

CITY OF LINCOLN

BY: _____
Hope Ithurburn, City Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

_____ _____
Date Signature

City of Lincoln
600 6th Street
Lincoln, CA 95648
Place

NO FEE DOCUMENT
Government Code 6103

PLACER, County Recorder
RYAN RONCO
DOC- 2024-0063254-00
0490
WEDNESDAY, NOV 20, 2024 10:45 AM
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | SB2 $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 03362569
CLK2L8K8V3/CG/1-23

Recording requested by and return to:
City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Phone: 916.434.2490
Attention: Gwen Scanlon, City Clerk

Exempt from Recording Fees – Gov Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Joiner Ranch East (Phase 1) Subdivision Improvement Agreement

The final map has been filed on the 20TH day of NOVEMBER, 2024 in Book GG of Parcel/Subdivision Maps at Page 99 in the Records of Placer County, file no. 2024-0063253.

SUBDIVISION IMPROVEMENT AGREEMENT FOR

Joiner Ranch East (Phase 1)

This Subdivision Improvement Agreement ("**Agreement**") is entered into by and between the **City of Lincoln**, a municipal corporation ("**City**") and **JEN California 24 LLC, a California Limited Liability Company** ("**Subdivider**") on NOVEMBER 20, 2024.

RECITALS

A. Subdivider has received approval of a tentative subdivision map commonly known as **Joiner Ranch East Phased Tentative Subdivision Map** and the conditions and approvals set forth per the Tentative Map and Specific Development Plans, approved by the City on **April 13, 2021** per City Council Resolution Numbers **2021-62**.

B. Subdivider has presented to the City a final map ("**map**") of a proposed subdivision of land located and within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the tentative map of the subdivision previously approved by the City Council of the City of Lincoln.

C. The proposed subdivision of land is commonly known and described as **Joiner Ranch East – Phase 1** (hereinafter referred to as the "**Subdivision**").

D. Subdivider has requested approval of the final map prior to the construction and completion of the public improvements, including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, storm drainage facilities, public utility facilities, design standards which are part of the provisions for lot grading and drainage in or appurtenant to the Subdivision, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of the City, the tentative map (and

approvals given in connection therewith), and final grading plan, if any, approved by the City. Subdivider shall be responsible to complete all of the foregoing improvements. The particular items on the foregoing improvements that are hereinafter referred to as "the Required Improvements," are listed in Exhibit B, which is attached hereto and incorporated herein by reference.

E. Subdivider is willing to execute this Agreement as a condition precedent to the recording of the map.

F. The authority for this Agreement is set forth in the Subdivision Map Act (Government Code §§66410 et seq.) and the Subdivision Ordinance of the City of Lincoln ("**the Subdivision Ordinance**").

WHEREFORE, the parties hereto agree as follows:

COVENANTS AND CONDITIONS

1. Acceptance of Rights of Way. City hereby accepts on behalf of the public all lands, rights of way and easements offered for dedication on the map, in accordance with the conditions hereinafter set forth.

2. Fees. Subdivider agrees to pay all fees set forth in Exhibit A, attached hereto and hereby incorporated, at the time of execution of this Agreement.

3. Improvements. Subdivider agrees to furnish, construct, install, and complete all the works of Required Improvements as set forth on Exhibit B, attached hereto and hereby incorporated, in accordance with the requirements of the Map Act, the Subdivision Ordinance, and the Standard Specifications of City in effect at the time of the installation of said improvements. Such work shall be completed within twelve (12) months of the date of the execution of this Agreement.

4. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the improvements, in accordance with the Standard Specifications and the conditions of approval of the tentative subdivision map, City agrees to accept for maintenance the improvements and any offsite easements granted, subject to the provisions of paragraph 13 hereof.

5. Notice Regarding Construction. Subdivider shall notify the City Engineer of the commencement of construction of the improvements. Until final acceptance of the Required Improvements by City, Subdivider shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements, and will take reasonable actions to protect the public from such dangerous conditions.

6. Warranty. Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after the improvements have been accepted by resolution of the City Council during regular session, and the City Clerk files a Notice of Completion with the Placer County Recorder.

7. Indemnity and Hold Harmless. Subdivider, and any successor who has purchased a lot or lots for residential use, shall defend, indemnify and hold harmless City, its officers, employees, agents, and elective and appointive boards from any and all claims, losses, damages, including property damage, personal injury, including death, costs, attorneys' fees, and liability of any kind or nature arising out of or in any way connected with performance under this Agreement and/or construction of the Required Improvements by the Subdivider, contractor or any person directly or indirectly employed by, or acting as agent for the Subdivider, save and except to the extent any of those matters

are caused by or arise from the sole active negligence of the City or its officers, employees, agents, and elected or appointed officials. This defense, indemnification and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorney fees, and liability for injuries occurring after completion of the construction of the Required Improvements, as well as during construction, and shall apply regardless of whether or not the City has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the same. Acceptance of insurance required under this Agreement shall not relieve Subdivider from liability under this defense, indemnification and hold harmless provisions. The parties intend that this provision shall be broadly construed to effectuate its purpose.

8. Insurance. Subdivider or its contractor shall maintain in full force and effect for the duration of this Agreement the following policies of insurance:

(a) General Liability. General liability insurance in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Any deductible shall not exceed $50,000.

(b) Automobile Liability. Automobile liability insurance covering bodily injury and property damage for all activities of Subdivider or its contractor arising out of or in connection with the Required Improvements to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than $1,000,000 combined single limit for each occurrence, no deductible.

(c) Worker's Compensation. Subdivider or its Contractor shall maintain worker's compensation coverage as required by the Labor Code of the State of California.

Each general liability and automobile insurance policy shall be with insurers rated "A:

VII" or better in the most current edition of Best's Insurance Reports and shall be endorsed with the following specific language:

(i) "The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of Required Improvements performed by or on behalf of the Subdivider, including the materials, parts, or equipment furnished in connection with such Required Improvements or operations.

(ii) This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, employees, agents and volunteers. Any insurance maintained by the City may have, shall be considered excess only and shall not contribute with it.

(iii) The insurer waives all rights as subrogation against the City, its elected or appointed officers, officials, employees or agents.

(iv) The insurer provided by this policy shall not be suspended, voided, canceled or reduced in coverage or limits except after 30 days written notice has been received by CITY.

(v) Subdivider or its contractor shall provide certificate(s) of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement."

9. Delay. If the construction of the Required Improvements shall be delayed without fault of Subdivider, the time for completion thereof may be extended by City for such period

of time as City may deem reasonable.

10. Security. Subdivider shall furnish to City security to ensure the faithful performance of all duties and obligations or Subdivider herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, an instrument of credit issued by a banking institution subject to regulation by the state or federal government and pledging that the funds necessary to carry out this agreement are on deposit and guaranteed for payment or a letter of credit issued by such a banking institution, or a cash deposit, made either directly with the City, or deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purpose:

(a) One hundred percent (100%) of the estimated cost of improvements securing faithful performance of this Agreement, which estimated cost is in the amount of **Three Million, Five Hundred Fifty-Two Thousand, Two Hundred Eighty-Six and no/100 Dollars ($3,552,286.00).**

(b) One hundred percent (100%) of the estimated cost of the improvements, as set forth in paragraph (a) immediately preceding, securing payment to the contractor of the improvements, to his subcontractors and to person furnishing labor, materials or equipment to them.

(c) Twenty percent (20%) of the sum specified in subparagraph (a) above to guarantee and warranty the improvements for a period of one (1) year following the completion of acceptance thereof against any defective work or labor done, or defective materials furnished. This security need not be furnished prior to completion of the improvements, but must be provided prior to their acceptance.

(d) One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of **Thirteen Thousand, Two Hundred and no/100 dollars ($13,200.00)**.

11. Irrevocability of Security. The improvement security furnished pursuant to paragraph 10 shall be irrevocable, shall not be limited as to time (except as to the one-year period specified in paragraph 6) and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or their delegate.

12. Actions. Any action by any party to this Agreement, or any concerning the security furnished pursuant to paragraph 10, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The corporate surety, bank, or escrow agent providing the security required by paragraph 10 shall waive, in such security, reliance upon the provisions of any statute, whether state or federal, having to do with the location for commencing and maintaining actions against such corporate surety, bank, or escrow agent.

13. Inspection; Release of Improvement Security.

(a) Subdivider may, from time to time, request the City Engineer to inspect the Required Improvements as they progress. No Required Improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City Standards. Subdivider shall bear all costs of plan check, inspection, certification and all City overhead costs. The City Engineer may, at their option, if they find the work to be in accordance with the Standard Specifications in effect at the time of the installation of the improvements, accept so much of

that work as is completed, and authorize a release **pro tanto** of the security provided pursuant to paragraph 16(a); provided, however, that in no event shall they authorize the release of more than eighty percent (80%) of the improvement security.

(b) Notwithstanding the authorization for partial releases pursuant to Section 13(a), the City Engineer shall not allow for a partial release of security unless the cost estimate of the remaining Required Improvements does not exceed twenty percent (20%) of the total original security.

14. Release of Remaining Improvement Security; Warranty. At the conclusion of the construction of the improvements, and acceptance by resolution and filing of a Notice of Completion by the City Clerk with the Placer County Recorder, the City Engineer shall authorize the release of the security provided pursuant to paragraph 16 upon the furnishing of the warranty security as required by paragraph 16(c).

15. Release of Labor and Materials Security. Thirty (30) days after a Notice of Completion is filed with respect to the improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in paragraph 16(b) of this Agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess 100% of the total of the claims made against it.

16. Monuments. Subdivider agrees to install, on or before twelve (12) months from the date of this agreement, such survey monuments as may be required by the City Engineer. Upon the installation of such monuments, and their acceptance by the City Engineer, the security provided therefore shall be released.

17. Environmental Warranty.

(a) Prior to the acceptance of any dedications or improvements by City, Subdivider shall certify and warrant that: neither the property to be dedicated nor Subdivider (with respect to such property) are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending investigation, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law. Neither Subdivider nor any third party shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance, except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated, except in compliance with law and/or as described in writing to City. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of the following issues:

(i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

(ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous

substance; and

(iii) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or suit under any environmental law.

(b) As used in this Agreement, the term "**hazardous substance**" includes any hazardous or toxic substance or material or waste, including but not limited to all types of gasoline, oil, and other petroleum hydrocarbons, asbestos, radon, polychlorinated biphenols (PCBs), or any other chemical, material, controlled substance, object, condition, waste, living organism or any combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful properties of effects, which is listed, defined or regulated in any manner by any federal, state, or local City based directly or indirectly upon such properties.

18. Failure of Performance. In the event Subdivider fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall do, or cause to be done, those acts required of Subdivider, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Subdivider hereunder. City shall have recourse against Subdivider for any and all amounts necessary to complete the obligations for Subdivider in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the improvements, shall be a proper charge

against the security and/or Subdivider.

19. Attorney's Fees. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, for the security therefore, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.

20. Agreement Binding on Successors, etc. This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF LINCOLN

By: _____
Sean Scully, City Manager

SUBDIVIDER
JEN California 24 LLC, a
California Limited Liability Company

By: _____
Katherine Hart Johns, Vice President

[THIS SUBDIVISION IMPROVEMENT AGREEMENT SHALL BE NOTARIZED AND MAY BE SIGNED IN COUNTERPART]

Exhibit 'A'

FEES (Final Map Subdivision)

JOINER RANCH EAST – PHASE 1

	Amount Paid	Date Paid	Paid By
Final Map Checking	$15,000.00	12/14/2023	Jen California 24, LLC

EXHIBIT 'B'

IMPROVEMENT REQUIRED

and

BOND SCHEDULE (Final Map Subdivision)

JOINER RANCH EAST – PHASE 1

The IMPROVEMENT are as shown on the Improvement Plans entitled "Joiner Ranch East – Phase 1" signed by the City Engineer, City of Lincoln. Said Plans are on file at:

City of Lincoln
Community Development Department
600 Sixth Street
Lincoln, CA 95648

Faithful Performance (100%)	$3,552,286.00
Labor & Material (100%)	$3,552,286.00
Warranty (20%) (Due prior to notice of completion)	$710,458.00
Monument Security (100%)	$13,200.00

EXHIBIT B: ENGINEER'S ESTIMATE

Job Number:	21-00109-00
Date:	9/16/2024
Prepared By:	TA
Reviewed By:	LC
Updated:	

JOINER RANCH - PHASE A
OPINION OF PROBABLE CONSTRUCTION QUANTITIES

Item No.	Description	Unit	Unit Price	Quantity	Cost
OFFSITE WORK					
Demolition					
1	REMOVE (E) CONCRETE WALK	SF	$2.50	1,025	$2,562.50
2	REMOVE (E) CURB & GUTTER	LF	$4.00	429	$1,716.00
2	REMOVE (E) VERTICAL CURB	LF	$10.00	15	$150.00
3	REMOVE (E) AC CURB	LF	$2.00	334	$668.00
3	REMOVE (E) SD INLET	EA	$500.00	1	$500.00
4	REMOVE (E) AC PAVEMENT	SF	$2.00	25,710	$51,420.00
5	REMOVE (E) SIDEWALK BARRICADE	EA	$50.00	1	$50.00
6	REMOVE STUB STREET BARRICADE	EA	$200.00	1	$200.00
7	REMOVE (E) ROAD STRIPING	LS	$0.50	1	$0.50
8	REMOVE (E) ROAD SIGN	EA	$50.00	2	$100.00
9	REMOVE & RELOCATE (E) ROAD SIGN	EA	$150.00	5	$750.00
10	REMOVE (E) ARROWS/MARKINGS	EA	$300.00	2	$600.00
11	ADJUST PULL BOX TO GRADE	EA	$250.00	6	$1,500.00
12	SAWCUT	LF	$1.00	2,019	$2,019.00
13	REMOVE TREE	EA	$1.00	8	$8.00
				SUBTOTAL	**$62,244.00**
General Frontage work and Concrete Work					
14	SIDEWALK	SF	$5.00	16,300	$81,500.00
	Joiner Parkway				
15	AC PAVEMENT (5.5" AC / 18" AB CL 2)	SF	$5.00	460	$2,300.00
16	TYPE 2 VERTICAL CURB & GUTTER	LF	$25.00	30	$750.00
17	GRIND & OVERLAY	SF	$3.50	460	$1,610.00
	Nicolaus Road				
18	AC PAVEMENT (5.5" AC / 18" AB)	SF	$5.00	24,915	$124,575.00
19	PARKING LOT AC PAVEMENT (3" AC / 12.5" AB)	SF	$4.50	936	$4,212.00
20	GRIND & OVERLAY	SF	$3.50	2,075	$7,262.50
21	TYPE 2 VERTICAL CURB & GUTTER	LF	$25.00	1,500	$37,500.00
22	TYPE 5 VERTICAL CURB (ISLAND)	LF	$20.00	609	$12,180.00
23	MEDIAN PAVERS	SF	$7.00	2,416	$16,912.00
24	COMMERCIAL DRIVEWAY APRON (PARK)	EA	$2,500.00	1	$2,500.00
25	6" VERTICAL CURB	LF	$20.00	50	$1,000.00
26	PEDESTRIAN RAMP	EA	$1,500.00	2	$3,000.00
				SUBTOTAL	**$295,301.50**
Drainage System					
27	48" DRAIN MANHOLE	EA	$5,900.00	3	$17,700.00
28	12" HDPE PIPE	LF	$50.00	175	$8,750.00
29	18" HDPE PIPE	LF	$75.00	412	$30,900.00
30	TYPE C DRAIN INLET	EA	$3,500.00	3	$10,500.00
31	TYPE F DRAIN INLET	EA	$3,500.00	1	$3,500.00
				SUBTOTAL	**$71,350.00**
Miscellaneous					
32	SIGNAGE AND STRIPING	LS	$10,000.00	1	$10,000.00
33	STREET LIGHTS	EA	$1,500.00	11	$16,500.00
				SUBTOTAL	**$26,500.00**
				Off-site Construction Cost Total:	**$455,395.50**
				Contingency Cost @ 10%:	$45,539.55
			TOTAL OFF-SITE IMPROVEMENTS:		**$500,935**
ONSITE WORK					
Grading					
34	CLEARING, GRUBBING AND SITE PREPARATION	AC	$500.00	25	$12,500.00
35	EARTHWORK (cut to fill)	CY	$4.50	46,955	$211,297.50
36	EARTHWORK (IMPORT)	CY		-	$0.00
37	EROSION CONTROL	AC	$1,200.00	25	$30,000.00
				SUBTOTAL	**$253,797.50**

Job Number:	21-00109-00
Date:	9/16/2024
Prepared By:	TA
Reviewed By:	LC
Updated:	

JOINER RANCH - PHASE A
OPINION OF PROBABLE CONSTRUCTION QUANTITIES

Item No.	Description	Unit	Unit Price	Quantity	Cost
General Roadwork and Concrete Work					
38	ASPHALT PAVEMENT (3" AC / 10.5" AB)	SF	$4.00	110,605	$442,420.00
39	ASPHALT PAVEMENT (3" AC / 12.5" AB)	SF	$4.50	13,150	$59,175.00
40	AC BASIN ACCESS ROAD	SF	$3.00	974	$2,922.00
41	TEMP AB MAINTENANCE ROAD	SF	$2.00	9,305	$18,610.00
42	CONCRETE WALK (4" PCC \ 4" AB)	SF	$5.00	29,052	$145,260.00
43	ROLLED CURB & GUTTER	LF	$25.00	6,741	$168,525.00
44	VERTICAL CURB AND GUTTER	LF	$25.00	388	$9,700.00
45	TYPE 5 VERTICAL CURB (ISLAND)	LF	$20.00	240	$4,800.00
46	MEDIAN PAVERS	SF	$7.00	403	$2,821.00
47	ACCESSIBLE RAMP	EA	$1,500.00	23	$34,500.00
				SUBTOTAL	**$888,733.00**
Drainage System					
48	48" DRAIN MANHOLE	EA	$5,900.00	32	$188,800.00
49	60" DRAIN MANHOLE	EA	$6,500.00	1	$6,500.00
50	72" DRAIN MANHOLE	EA	$7,500.00	1	$7,500.00
51	12" HDPE PIPE	LF	$50.00	1,336	$66,800.00
52	18" HDPE PIPE	LF	$75.00	1,615	$121,125.00
53	24" RCP PIPE	LF	$95.00	971	$92,245.00
54	30" HDPE PIPE	LF	$105.00	432	$45,360.00
55	36" HDPE PIPE	LF	$115.00	31	$3,565.00
56	48" HDPE PIPE	LF	$125.00	131	$16,375.00
57	TYPE B DRAIN INLET	EA	$3,500.00	25	$87,500.00
58	TYPE F DRAIN INLET	EA	$3,500.00	2	$7,000.00
59	BASIN INLET STRUCTURE	EA	$4,500.00	1	$4,500.00
60	BASIN OUTLET STRUCTURE	EA	$4,500.00	1	$4,500.00
				SUBTOTAL	**$651,770.00**
Sewer System					
61	48" SEWER MANHOLE	EA	$8,000.00	20	$160,000.00
62	8" SSCO	EA	$250.00	2	$500.00
63	4" SEWER LATERALS/ SERVICES	EA	$ 150.00	150	$22,500.00
64	8" SDR PIPE	LF	$95.00	4,600	$437,000.00
65	CONNECT TO EXISTING	EA	$5,000.00	1	$5,000.00
				SUBTOTAL	**$625,000.00**
Water System					
66	1" SINGLE WATER SERVICE	EA	$1,500.00	51	$76,500.00
67	1" DUAL WATER SERVICE	EA	$2,500.00	35	$87,500.00
68	8" WATER	LF	$50.00	4,056	$202,800.00
69	8" WATER GATE VALVE	EA	$2,500.00	22	$55,000.00
70	FIRE HYDRANT ASSEMBLY	EA	$7,000.00	7	$49,000.00
71	2" BLOW-OFF VALVE	EA	$1,500.00	5	$7,500.00
72	CONNECT TO EXISTING	EA	$2,500.00	2	$5,000.00
				SUBTOTAL	**$483,300.00**
Recycled Water System					
73	1.5" SERVICE LATERAL	LF	$1,500.00	40	$60,000.00
74	CONNECT TO EXISTING	EA	$1,500.00	1	$1,500.00
				SUBTOTAL	**$61,500.00**
Miscellaneous					
75	SIGNAGE AND STRIPING	LS	$10,000.00	1	$10,000.00
76	6' SOUND WALL (ADJACENT TO PARK)	LF	$35.00	135	$4,725.00
77	8' SOUND WALL (JOINER FRONTAGE)	LF	$80.00	880	$70,400.00
78	8' SOUND WALL + 3' MAX RETAINING WALL (NICOLAUS FRONTAGE & SIDE LOT 182)	LF	$115.00	1,175	$135,125.00
79	STREET LIGHTS	EA	$1,500.00	30	$45,000.00
80	Monumentation	EA	$1,500.00	8	$12,000.00
				SUBTOTAL	**$277,250.00**



On-site Construction Cost Total:	**$3,241,350.50**
Contingency Cost @ 10%:	$324,135.05
TOTAL ON-SITE IMPROVEMENTS:	**$3,565,486**
TOTAL OFF-SITE IMPROVEMENTS:	**$500,935**
TOTAL SITE IMPROVEMENTS:	**$4,066,421**

Certified Resolution approving Subdivision Agreement & Final Map

RESOLUTION 2024 - 218

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING JOINER RANCH EAST PHASE 1 IMPROVEMENT PLANS, JOINER RANCH EAST PHASE 1 FINAL MAP, AUTHORIZING THE EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR JOINER RANCH EAST PHASE 1, AND AUTHORIZING THE RECORDING OF THE FINAL MAP AND THE SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, the City Council conditionally approved the amended Vesting Tentative Map for Joiner Ranch East Phase 1 on August 9, 2022 per City Council Resolution 2022-189; and

WHEREAS, the improvement plans for the Joiner Ranch East Phase 1 have been signed by the City Engineer and the Fire Battalion Chief; and

WHEREAS, the owner, JEN California 24 LLC, has requested the recordation of the Joiner Ranch East Phase 1 Final Map in accordance with section 66462 of the Subdivision Map Act; and

WHEREAS, the Joiner Ranch East Phase 1 Final Map is technically correct as approved by the City's Surveyor; and

WHEREAS, the City Engineer has determined that the Joiner Ranch East Phase 1 Final Map is substantially the same as it appeared on the Joiner Ranch East Phase 1 Tentative Map and any approved alteration thereof; and

WHEREAS, the City Engineer has determined that all conditions of approval applicable to the Joiner Ranch East Phase 1 Final Map have been satisfied; and

WHEREAS, the City Engineer has determined that all provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval of the Tentative Map have been satisfied; and

WHEREAS, the City has determined that the Joiner Ranch East Phase 1 Final Map is exempt from the California Environmental Quality Act (Public Resources Code § 21000 et seq., CEQA) pursuant to Public Resources Code 21080(b)(1) and CEQA guidelines section 15268(b)(3); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN AS FOLLOWS:

Section 1. The City Council hereby approves the Joiner Ranch East Phase 1 Improvement Plans; and

Section 2. Pursuant to Section 66474.1 of the Subdivision Map Act, the City Council hereby finds and determines that the Final Map for Joiner Ranch East Phase 1 is in substantial compliance with the previously approved Joiner Ranch East Phase 1 Tentative Map and all associated conditions of approval specific to this Final Map have been satisfied; and

Section 3. The Joiner Ranch East Phase 1 Final Map is hereby approved, and the City Clerk is authorized to sign the Clerk's Statements accepting on behalf of the public, all easements for public utility and pedestrian access purposes, easements

for public street purposes, subject to improvement, direct vehicle access rights, relinquishment of groundwater rights consent to the irrevocable offers of dedication for Lots A and B; and

Section 4. The City Manager is authorized to execute the Subdivision Improvement Agreement for Joiner Ranch East Phase 1 .

Section 5. The City Clerk is authorized to proceed with the Recordation of the Joiner Ranch East Phase 1 Final Map and the associated Subdivision Improvement Agreement at the office of the County Recorder.

Section 6. The City Manager is authorized to accept at a later date the irrevocable offer of dedication for Lots A and B and that the City Clerk is authorized to proceed with Recordation of acceptances of the offers of dedication

PASSED AND ADOPTED this 22nd day of October, 2024 by the following roll call vote:

AYES:	COUNCILMEMBERS:	Andreatta, Lauritsen, Karleskint
NOES:	COUNCILMEMBERS:	
ABSENT:	COUNCILMEMBERS:	Brown
RECUSED:	COUNCILMEMBERS:	Joiner

Daniel Karleskint
Dan Karleskint, Mayor

ATTEST:
Gwen Scanlon
Gwen Scanlon, City Clerk

I hereby certify that this is a true and correct copy of Resolution 2024-218 adopted by the City of Lincoln City Council on the following date October 22, 2024.
Gwen Scanlon
City Clerk

BONDS

Bonds are on file with the Community Development Department.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of PLACER)

On October 10, 2024, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Katherine Hart Johns, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHARON BUCKENMEYER
COMM. # 2382432
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. NOV. 10, 2025

Signature SharonBuckenmeyer (SEAL)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On October 25, 2024 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Sub. Imp. Agmt. Joiner Ranch East
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

NO FEE DOCUMENT
Government Code 6103

PLACER, County Recorder
RYAN RONCO
DOC- 2024-0040606-00

THURSDAY, AUG 1, 2024 03:35 PM

MIC	$0.00	AUT	$0.00	SBS	$0.00
ERD	$0.00	SB2	$0.00	*	$0.00
ADD	$0.00				

Ttl Pd $0.00 Rcpt # 03336861
CLK2L8K8V3/RK/1-15

Recording requested by and return to:
City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Phone: 916.434.2490
Attention: Gwen Scanlon, City Clerk
Exempt from Recording Fees – Gov. Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Project Name: **Joiner Ranch East (Phase 1)**

Project Address: Southeast corner of the Nicolaus Road and Joiner Parkway intersection

APN: 021-310-075-000 & 021-310-077-000

FRONTAGE/PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of July, 2024 by and between the City of Lincoln, a Municipal Corporation, of the State of California, hereinafter referred to as "City," and **Jen California 24, LLC a California Limited Liability Company**, hereinafter referred to as "Principal".

1. Improvement Plans. The improvement plans for said real property (entitled **Joiner Ranch East (Phase 1)** and incorporated herein by reference, hereinafter "Improvement Plans") include certain public frontage improvements required by the Lincoln Municipal Code and any conditions of approval for entitlements granted for the subject property by the City. These public improvements owned by the Principal located at **southeast corner of the Nicolaus Road and Joiner Parkway intersection** must be constructed in a timely manner and in accordance with the City Design Criteria and Procedures Manual and Public Facilities Improvement Standards.

2. Encroachment Permit. The City shall grant Principal an encroachment permit to construct Required Improvements in accordance with Section 12.02 – excavations and Encroachments of the City of Lincoln Municipal Code.

3. Construction of Improvements. The Principal agrees to construct and install at the Principal's own cost and expense, frontage/public improvements such as drainage facilities, sewer and water facilities, curbs, gutters, sidewalks, or other facilities that are stated on the Improvement Plans approved by the City (hereinafter "Required Improvements"), in accordance with the Improvement Standards of the CITY within twelve months of the date of this AGREEMENT.

4. Time of Essence; Extension.

a. Time is of the essence of this Agreement. The City Engineer may extend the date for completing the Required Improvements. Extensions shall be granted only upon a showing of good cause by the Principal. The City Engineer shall be the sole and final judge as to whether good cause has been shown to entitle the Principal an extension.

b. Requests for extension of the completion date shall be in writing and delivered to the City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Principal's surety and shall in no way release any guarantee or security given by the Principal pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

5. Commencement of Work. The Principal shall notify the City Engineer of the commencement of work on the Required Improvements.

6. Inspection. Principal shall at all times maintain proper facilities and safe access for inspection of the public improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Principal may request a final inspection by the City Engineer or his designee. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Principal shall bear all costs of plan check, inspection and certification.

7. Principal's Obligation to Warn Public During Construction. Until final acceptance of the Required Improvements, Principal shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements, and will take reasonable actions to protect the public from such dangerous condition.

8. Superintendence by Principal. Principal shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Principal shall maintain an office with a telephone and Principal or a person authorized to make decisions and to act for Principal in Principal's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

9. Injury to Public Improvements, Public Property or Public Utilities Facilities. Principal shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Principal shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

10. Completion of Improvements. Upon satisfactory completion of all improvements required herein as determined by the City Engineer or his or her designee (hereafter the "City Engineer"), the CITY agrees to accept for maintenance the Required Improvements within the aforesaid real property subject to the provisions of Paragraphs 6 and 11 hereof.

11. Warranty. The Principal agrees to remedy any defects in the Required Improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance by the City.

12. Repair or Reconstruction of Defective Work. If, within a period of twelve months after final acceptance by the City of the Required Public Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Required Public Improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work,

and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) for administrative costs within thirty (30) days of the date of billing for such work by City.

13. Defense, Indemnification and Hold Harmless. Principal shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Principal, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Principal's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

14. Delay of Work. If the construction of the Required Improvements should be delayed without fault of the Principal, the time for the completion, there for may be extended by the City Engineer, for such period of time as the City Engineer may deem reasonable.

15. Inspection and Other Fees. The Principal shall pay to the City all fees imposed in connection with the design, construction and inspection of the Required Improvements. These fees must be paid in full prior to the City's acceptance of the Required Improvements. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the subject real property and its development, and this Agreement shall in no way exonerate or relieve the Principal from paying such other applicable fees, charges, and/or costs.

16. Improvement Security. Concurrently with the execution of this Agreement, the Principal shall furnish the City with:

a. Faithful Performance Security. Principal shall provide faithful performance security as set forth in the City of Lincoln Municipal Code to secure faithful performance of this Agreement (the "faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **Five Hundred Thousand, Nine Hundred Thirty-Five and No/100 Dollars ($500,935.00)**.

b. Labor and Materials Security. Principal shall also provide payment security as set forth in the City of Lincoln Municipal Code to secure payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the work (the "Labor and Materials"). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **Five Hundred Thousand, Nine Hundred Thirty-Five and no/100 Dollars ($500,935.00),** and shall secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

c. Guarantee and Warranty Security. Principal shall also furnish a "guarantee and warranty security" in the amount of twenty percent (20%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **One Hundred Thousand, One Hundred Eighty-Seven and no/100 Dollars ($100,187.00)** to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished. This security need not be furnished prior to completion of the Required Improvements, but must be provided prior to the acceptance of such improvements.

d. Monument Security. Principal shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments, as determined by the City Engineer, which total cost is in the amount of **Zero and no/100 Dollars ($0.00)** to guarantee and secure the placement of such monuments.

e. Bonds. Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner of the State of California as "admitted surety insurers," to act as surety upon bonds and undertakings. The company shall maintain in this State at least one office for the conduct of its business. Bonds must be approved by the City. The bonds shall be furnished on the forms enclosed following this Agreement and shall be satisfactory to the City. All required securities shall be in a form approved by the City Attorney. The surety (or sureties) shall furnish reports as to the financial conditions from time to time as requested by the City. The premiums for said bonds shall be paid by Principal. Alternative forms of security will be allowed upon approval of the City Engineer and shall be approved as to form by the City Attorney.

f. Changes to Agreement or Plans. No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.

g. Irrevocable. The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer and as provided in this Agreement. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Principal's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

h. Attorney-in-Fact. The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

17. Release of Security.

a. Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period. Any unreleased portion of the guarantee and warranty security shall remain in full force and effect unless and until the City notifies Principal in writing that the necessary repairs have been made to the satisfaction of the City Engineer and that the warranty period has been successfully completed.

b. Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code (commencing with Section 3114), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

c. Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City.

18. Principal's Insurance.

a. Principal Shall Maintain Insurance. Prior to the commencement of any work on the improvements required by this Agreement, and until the improvements are completed and accepted by the City, Principal or Principal's General Contractor shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with an A.M. Best rating of no less than A:VII.

b. Principal to Provide Evidence of Insurance. Prior to the execution of this Agreement and prior to the commencement of any work, the Principal or Principal's General Contractor shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Agreement. Principal or Principal's Contractor shall not allow any subcontractor to commence work until similar insurance first shall have been so obtained by such subcontractor. Certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificate of insurance and endorsements shall be on standard ACORD, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City Attorney. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Principal may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Section. At any time, at the written request of the City, Principal agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer.

c. No Suspension of Insurance. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

d. Deductibles. Any deductibles, or self-insured retentions, exceeding five thousand dollars ($5,000) must be declared to, and approved by, the City Attorney. Upon request by the City, Principal shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

e. Coverages Shall Not Limit Obligations. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Principal or Principal's General Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Principal under the Agreement.

f. Required Limits. Principal or Principal's General Contractor and subcontractors shall, at their expense, maintain in effect at all times during the term of this Agreement, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance of Principal or Principal's General Contractor and subcontractors of the following coverage and limit of insurance is a material element of the Agreement. The failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

(1) Workers' Compensation Insurance. Principal or Principal's Contractor shall maintain, during the term of this Agreement, Workers' Compensation insurance for all employees as required by Labor Code section 3700 of the State of California and Employer's Liability Act, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars ($1,000,000) per occurrence. The Principal or Principal's General Contractor shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work falling within the terms of this Agreement. Principal or Principal's Contractor shall indemnify and hold harmless the City for any damage resulting to it, including attorney fees, from failure to take out and maintain such insurance.

(2) Commercial General Liability Insurance. Principal or Principal's Contractor shall maintain during the term of this Agreement such commercial general liability insurance as shall insure the City, its elective and appointive boards and commissions, officers, agents and employees, Principal and any contractor or subcontractor performing work covered by this Agreement. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of Principal, any contractor's or subcontractor's operations hereunder, whether such operations are by Principal or any contractor or subcontractor or by anyone directly or indirectly employed by either Principal or any contractor or subcontractor. The amount of insurance coverage shall not be less than two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/01)" covering commercial general liability or its equivalent.

(3) Automobile Liability. Principal shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Principal arising out of or in connection with the Work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than $1,000,000 combined single limit for each occurrence, no deductible.

(4) Endorsements. Principal shall see that the commercial general liability insurance shall include, or be endorsed to include, the following:

(a) Provision or endorsement naming the City of Lincoln, its officers, employees, agents, boards, commissions, and volunteers as Additional Insureds with respect to liability arising out of the performance of any work under this Agreement.

(b) Provision or endorsement waiving any rights of subrogation against the City, its officers, officials, employees, agents, boards, commissions and volunteers.

(c) Provision or endorsement stating that insurance is Primary insurance with respects the City, its officers, employees, agents, boards, commissions, and volunteers, to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, boards, commissions, and volunteers shall be excess of the Principal's insurance and shall not contribute with it.

(d) Provision or endorsement stating that the Principal's insurance shall 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 (cross-liability).

(e) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, employees, agents, boards, commissions, and volunteers.

19. Prevailing Wage. In the event it is determined that the Principal is required to pay prevailing wages for the work performed under this Agreement, the Principal and the Principal's General Contractor shall pay all penalties and wages as required by applicable law.

20. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

21. Title to Required Improvements. The City shall not accept any real property to be dedicated or the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Engineer. Until such time as the Required Improvements are accepted by the City, Principal shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the Required Improvements constructed under this Agreement by Principal shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, Principal shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

22. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance by the City of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

23. Principal Not Agent of City. Neither Principal nor any of Principal's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Principal's obligations under this Agreement.

24. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
CITY OF LINCOLN
600 Sixth Street
Lincoln, CA 95648

Notices required to be given to Principal shall be addressed as follows:

ATN: Clifton Taylor
Jen California 24, LLC
1478 Stone Point Dr, Suite 100
Roseville, CA 95661

25. Attorneys Fees. In the event that it is necessary for the City to enforce the obligations, in this Agreement including without limitation the obligations secured by the improvement security furnished pursuant to this Agreement thereof, the City shall be entitled to recover its costs and reasonable expenses and fees including reasonable attorneys and litigation fees, expert witness fees and costs, and all other costs.

26. Personal Nature of Principal's Obligations/Assignment. All of Principal's obligations under this Agreement are and shall remain the personal obligations of Principal notwithstanding a transfer of all or any part of the property subject to this Agreement, and Principal shall not assign any of its obligations under this Agreement without the prior written consent of the City.

27. Compliance with Laws. Principal, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

28. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Principal's rights with respect to any change in any zoning or building law or ordinance.

29. Approvals by City. Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City.

30. Construction and Interpretation. It is agreed and acknowledged by Principal that the provisions of this Agreement have been arrived at through negotiation, and that Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

31. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. The Agreement shall be recorded in the Office of the Recorder of Placer County and shall constitute a covenant running with the land and an equitable servitude upon the subject property.

32. Extension of Time. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

33. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

34. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

35. Severability. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired. **IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

CITY OF LINCOLN,
a Municipal Corporation
of the State of California

By: _____

Sean Scully, City Manager

ATTEST:

Gwen Scanlon, City Clerk

APPROVED AS TO FORM:

Kristine L. Mollenkopf, City Attorney

PRINCIPAL:
Jen California 24 LLC, a California Limited Liability Company

Contact: Clifton Taylor
Phone: 916-778-0008
Email: clifton@taylor-builders.com

By: _____

Clifton Taylor, Vice President

PRINCIPAL'S GENERAL CONTRACTOR
as to Paragraphs 11, 15, 16 and 18

By: _____

_____

(Print Name & Title)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On July 29, 2024, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon Buckenmeyer (SEAL)

SHARON BUCKENMEYER
COMM. # 2382432
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. NOV. 10, 2025

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On 8/1/2024 (Date) before me, Leslie Tetley Jodrey, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Sean Scully, City Manager (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LESLIE TETLEY JODREY
Notary Public - California
Placer County
Commission # 2425837
My Comm. Expires Nov 8, 2026

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Pub. Imp. Agree Joiner Ranch East Phase 1

Document Date: July 29, 2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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RESOLUTION NO. 2019 – 256

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN

AUTHORIZING THE CITY MANAGER TO EXECUTE ALL FUTURE PUBLIC IMPROVEMENT AGREEMENTS TO ALLOW CONSTRUCTION WITHIN PUBLIC EASEMENTS AND RIGHTS-OF-WAY

WHEREAS, the City's Design and Procedure Manual in compliance with the Public Contract Code requires the use of a Public Improvement Agreement for developers to construct improvements within public easements and public rights-of-way, when the estimated construction cost of such improvements exceeds $25,000; and

WHEREAS, developers will be required to prepare the Improvement Plans for work within public easements and rights-of-way for each project that will reviewed by the City Engineer for compliance with the provisions of the approved Tentative Map, Specific Plan and City Standards; and

WHEREAS, the developer will be required to request the approval of a Public Improvement Agreement for the project requiring construction of improvements within public easements or rights-of-way, which will serve the development; and

WHEREAS, the developer will be required to provide an executed Public Improvement Agreement and securities for the performance and payment of 100% of the estimated cost of the improvements for construction within public easements and rights-of-way; and

WHEREAS, the developer will be required to provide all insurance and pay all required fees and comply with any other conditions required prior to issuance of an encroachment permit, for construction of the improvements within public easements and rights-of-way; and

WHEREAS, prior to acceptance of the improvements, the developer will provide a guarantee and warranty security for 20% of the estimated cost of the improvements for construction within public easements and rights-of-way.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes the City Manager to approve all future Public Improvement Agreements with developers for construction of improvments within public easements and rights-of-way.

PASSED AND ADOPTED this 12th day of November, 2019.

AYES: COUNCILMEMBERS: Silhi, Andreatta, Gilbert, Karleskint, Joiner

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Paul Joiner, Mayor

ATTEST:

Gwen Scanlon, City Clerk

Utility Distribution Easement (02/2020)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc Lincoln / Placer County
Recording Fee $_____
Document Transfer Tax $ 0
[✓] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Gil Gamzon
Signature of declarant or agent determining tax

PLACER, County Recorder
RYAN RONCO
DOC- 2025-0023812-00
Ingeo Systems, Inc.
FRIDAY, MAY 2, 2025 11:21 AM

MIC	$3.00	AUT	$11.00	SBS	$10.00
ERD	$1.00	SB2	$150.00	REC	$19.00
ADD	$0.00				

Ttl Pd $194.00 Rcpt # 03399476
CLKDH8K8V3/JM/1-11

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2112-06-10068

EASEMENT DEED

35538476

JEN CALIFORNIA 24, LLC, a California limited liability company,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Lincoln, County of Placer, State of California, described as follows:

(APN 009-410-115 and 009-410-116)

LOT A and LOT B as shown upon the Final Map entitled "Joiner Ranch East – Phase 1" filed November 20, 2024, in Book GG of Maps at page 99, Placer County Records.

The easement area is described as follows:

The parcels of land described and designated PARCEL ONE and PARCEL TWO in EXHIBIT "A" pages 1 and 2 of 2, and shown on Exhibit "B" sheets 1 through 5 of 5 inclusive, attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: April 29, 2025.

JEN CALIFORNIA 24, LLC,
a California limited liability company

By: _____
Clifton Taylor
Vice President

Attach to LD: 2112-06-10068
Area, Region or Location: 6
Land Service Office: Auburn
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 21.12.06.16.41,
FERC License Number: NA
PG&E Drawing Number: NA
Plat No.: AU117-I13, U3011 (E), 2342C2 (G)
LD of Affected Documents: NA
LD of Cross Referenced Documents: NA
Type of interest: Utility Easement (86)
SBE Parcel: NA
% Being Quitclaimed: NA
Order or PM: 35538476
JCN: NA
County: Placer
Utility Notice Number: NA
851 Approval Application No: NA ;Decision: NA
Prepared By: GPY1
Checked By: JH25
Approved By: NA
Revised by: NA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of PLACER)

On April 29, 2025, before me, Sharon Buckenmeyer (Insert name) Notary Public,
personally appeared Clifton Taylor
,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sharon Buckenmeyer
Signature of Notary Public

(Seal)

SHARON BUCKENMEYER
COMM. # 2382432
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. NOV. 10, 2025

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[X] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

EXHIBIT "A"
LEGAL DESCRIPTION
PACIFIC GAS & ELECTRIC EASEMENT
PAGE 1 OF 2

All that certain real property situate in the City of Lincoln, County of Placer, State of California, described as follows:

Portions of Lots A and B, as said lots are shown and so designated on that certain Final Map entitled, "Joiner Ranch East – Phase 1'" filed in Book GG of Maps, Page 99, Placer County Records, more particularly described as follows:

PARCEL ONE

BEGINNING at the southwest corner of said Lot A; thence from the **POINT OF BEGINNING**, along the westerly and northerly lines of said lot the following twelve (12) courses: (1) from a radius point bearing South 81°58'27" East, 249.05 along the arc of a curve to the right, concave easterly, having a radius of 7512.50 feet and through a central angle of 01°53'58" to a point of reverse curvature; (2) 219.49 along the arc of a tangent curve to the left, concave westerly, having a radius of 3096.50 feet and through a central angle of 04°03'41"; (3) from a radius point bearing South 67°48'41" West, 4.57 along the arc of a non-tangent curve to the right, concave southeasterly, having a radius of 25.00 feet and through a central angle of 10°28'29"; (4) South 89°38'57" East 4.63 feet; (5) North 50°27'04" East 8.17 feet; (6) North 10°33'06" East 6.96 feet; (7) from a radius point bearing South 19°11'03" East, 11.46 along the arc of a non-tangent curve to the right, concave southerly, having a radius of 27.00 feet and through a central angle of 24°19'34" to a point of reverse curvature; (8) 50.22 along the arc of a tangent curve to the left, concave northerly, having a radius of 532.00 feet and through a central angle of 05°24'30"; (9) North 89°44'01" East 14.39 feet; (10) 24.73 along the arc of a tangent curve to the right, concave southwesterly, having a radius of 22.00 feet and through a central angle of 64°25'01"; (11) South 89°44'01 West 34.23 feet; (12) 40.24 along the arc of a tangent curve to the right, concave northerly, having a radius of 544.50 feet and through a central angle of 04°14'04"; thence continuing along the production of said curve, 10.68 feet and through a central angle of 01°07'25"; thence South 10°33'06" West 2.53 feet; thence South 50°27'04" West 16.54; thence from a radius point bearing North 84°00'38" West, 213.56 along the arc of a non-tangent curve to the right, concave westerly, having a radius of 3109.00 feet and through a central angle of 03°56'09" to a point of reverse curvature; thence 246.81 along the arc of a tangent curve to the left, concave easterly, having a radius of 7500.00 feet and through a central angle of 01°53'08" to a point on the southerly line of said lot; thence along said southerly line, South 89°44'01" West 12.63 feet to the **POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION
PACIFIC GAS & ELECTRIC EASEMENT
PAGE 2 OF 2

PARCEL TWO

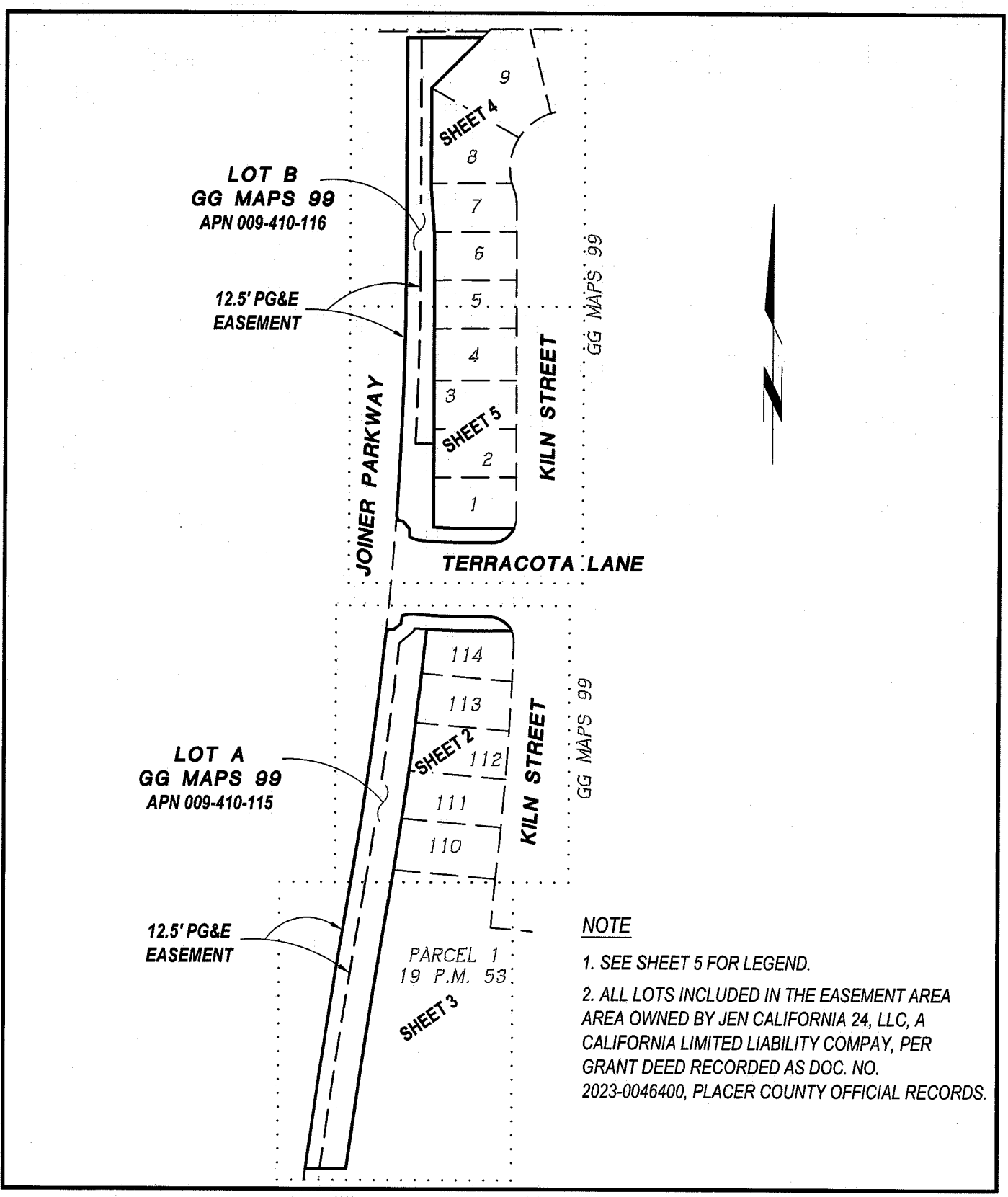
BEGINNING at the northwest corner of said Lot B; thence from the **POINT OF BEGINNING**, along the northerly line of said lot, North 89°43'38" East 12.50 feet; thence leaving said northerly line, South 00°04'29" East 197.25 feet; thence 155.36 along the arc of a tangent curve to the right, concave westerly, having a radius of 3109.00 feet, and through a central angle of 02°51'48"; thence North 89°55'31" East 16.14 feet to the easterly line of said lot; thence along the easterly, southerly and westerly lines of said lot the following thirteen (13) courses: (1) South 00°04'29" East 72.19 feet; (2) from a radius point bearing North 04°01'54" East, 34.17 feet along the arc of a curve to the left, concave northerly, having a radius of 455.50 feet and through a central angle of 04°17'53"; (3) North 89°44'01" East 36.26 feet; (4) from a radius point bearing North 64°41'00" West, 24.73 feet along the arc of a non-tangent curve to the right, concave northwesterly, having a radius of 22.00 feet and through a central angle of 64°25'01"; (5) South 89°44'01" West 16.41 feet; (6) 44.71 feet along the arc of a tangent curve to the right, concave northerly, having a radius of 468.00 feet and through a central angle of 05°28'27" to a point of compound curvature; (7) 10.87 feet along the arc of a tangent curve to the right, concave northerly, having a radius of 27.00 feet and through a central angle of 23°03'53"; (8) North 00°43'57" West 6.79 feet; (9) North 40°37'56" West 9.01 feet; (10) North 80°31'55" West 4.48 feet; (11) from a radius point bearing North 67°53'25" East, 4.25 feet along the arc of a non-tangent, curve to the right, concave northeasterly, having a radius of 25.00 feet and through a central angle of 09°44'24"; (12) from a radius point bearing North 86°02'41" West, 217.79 feet along the arc of non-tangent, curve to the left, concave westerly, having a radius of 3096.50 feet and through a central angle of 04°01'48"; (13) North 00°04'29" West 197.21 feet to the **POINT OF BEGINNING**.

The basis of bearings for the above legal description is identical to that shown on said Final Map.

Michael J. Chiara P.L.S. 9058

4-28-2025
Date

LICENSED LAND SURVEYOR
MICHAEL JOHN CHIARA
LS 9058
STATE OF CALIFORNIA



NOTE

1. SEE SHEET 5 FOR LEGEND.
2. ALL LOTS INCLUDED IN THE EASEMENT AREA AREA OWNED BY JEN CALIFORNIA 24, LLC, A CALIFORNIA LIMITED LIABILITY COMPAY, PER GRANT DEED RECORDED AS DOC. NO. 2023-0046400, PLACER COUNTY OFFICIAL RECORDS.

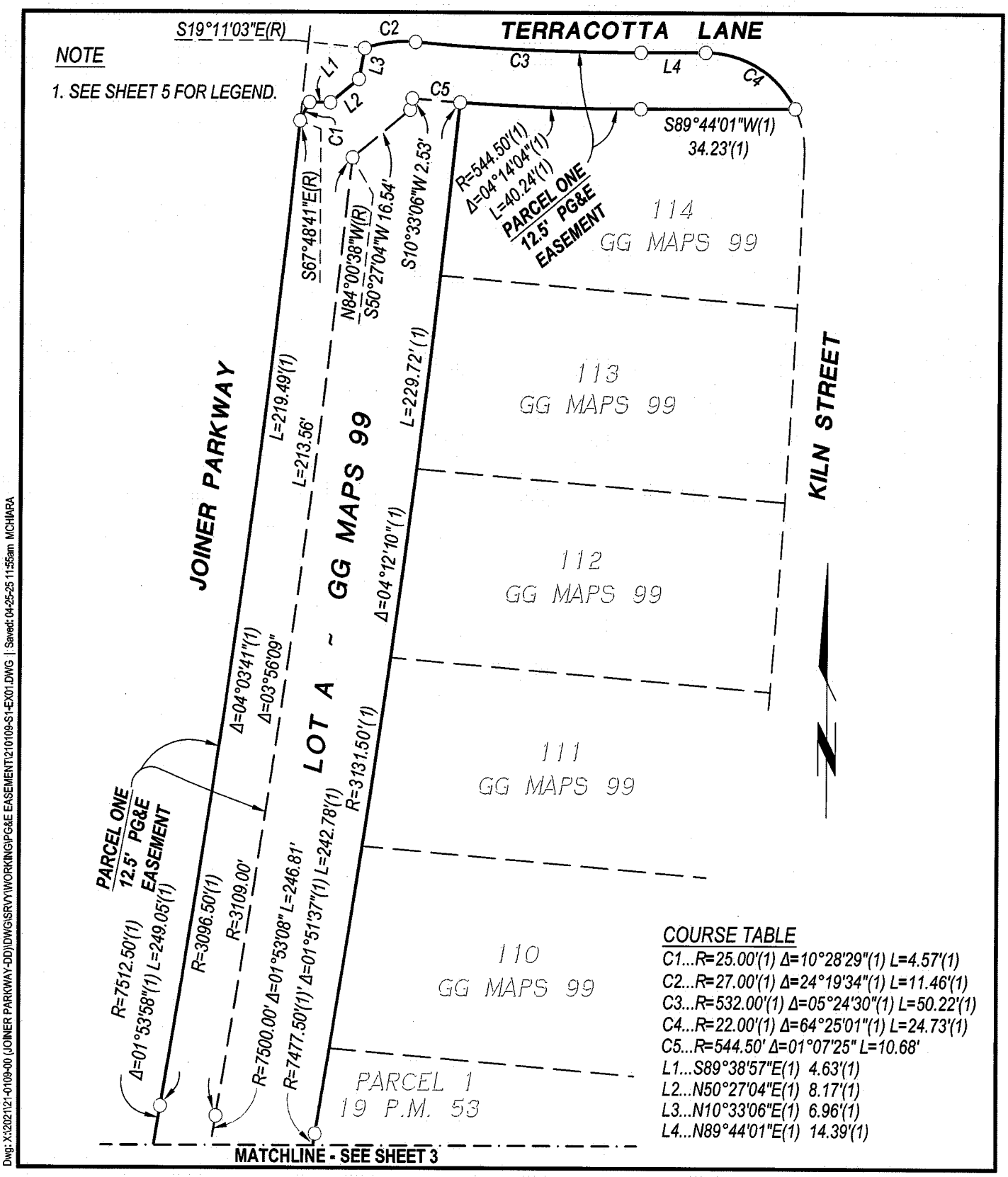
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MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom * Fresno
600 Coolidge Drive, Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	APRIL 2025
SCALE:	1" = 120'	SHEET:	1 of 5

EXHIBIT "B"

PG&E EASEMENT
LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.
CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA



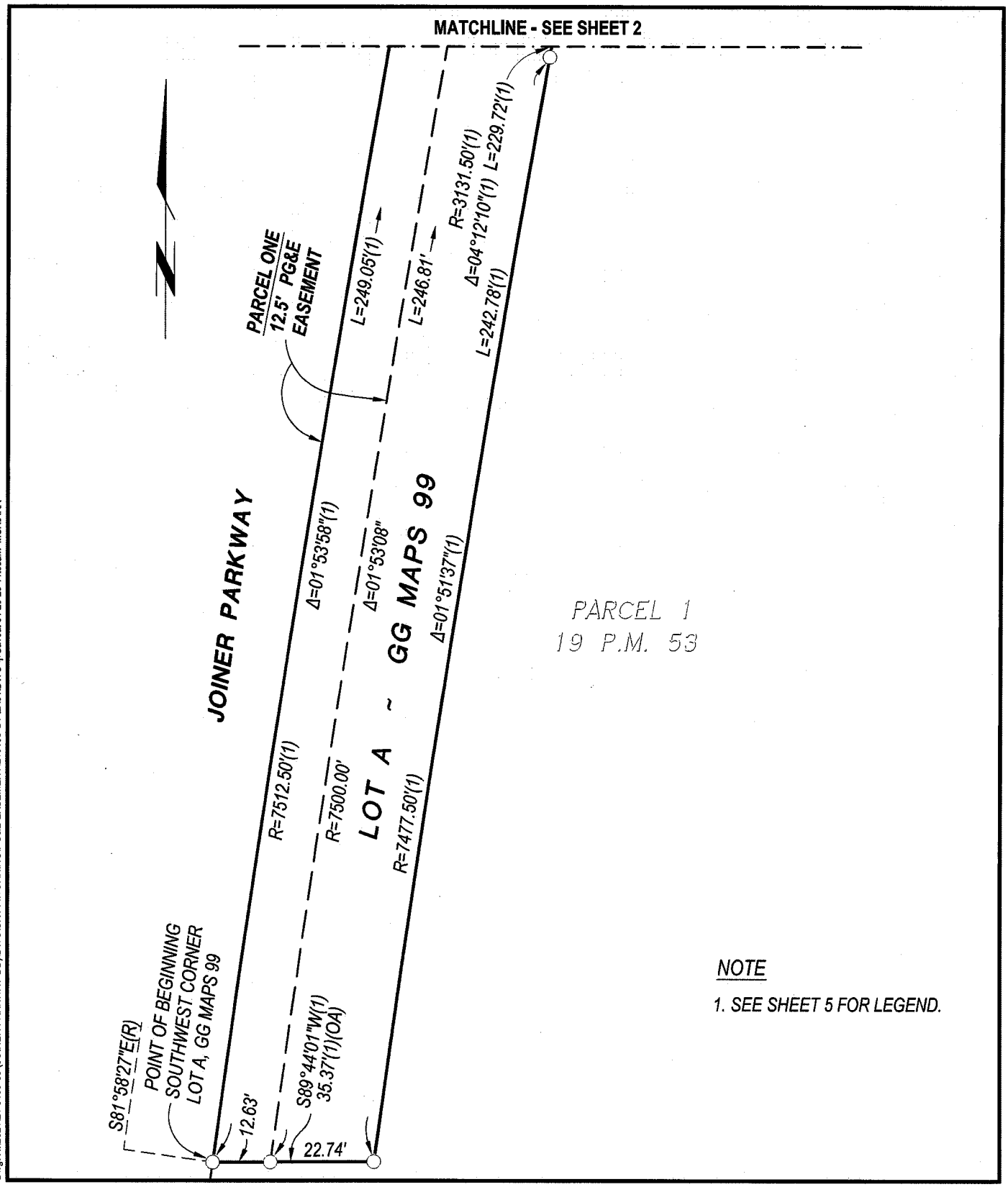
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web: www.mpengr.com

DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	APRIL 2025
SCALE:	1" = 30'	SHEET:	2 of 5

EXHIBIT "B"

PG&E EASEMENT
LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.
CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA



NOTE

1. SEE SHEET 5 FOR LEGEND.

Dwg: X:\2021\21-0109-00 (JOINER PARKWAY-DD)\DWG\SRVY\WORKING\PG&E EASEMENT\210109-S1-EX01.DWG | Saved: 04-25-25 11:55am MCHIARA

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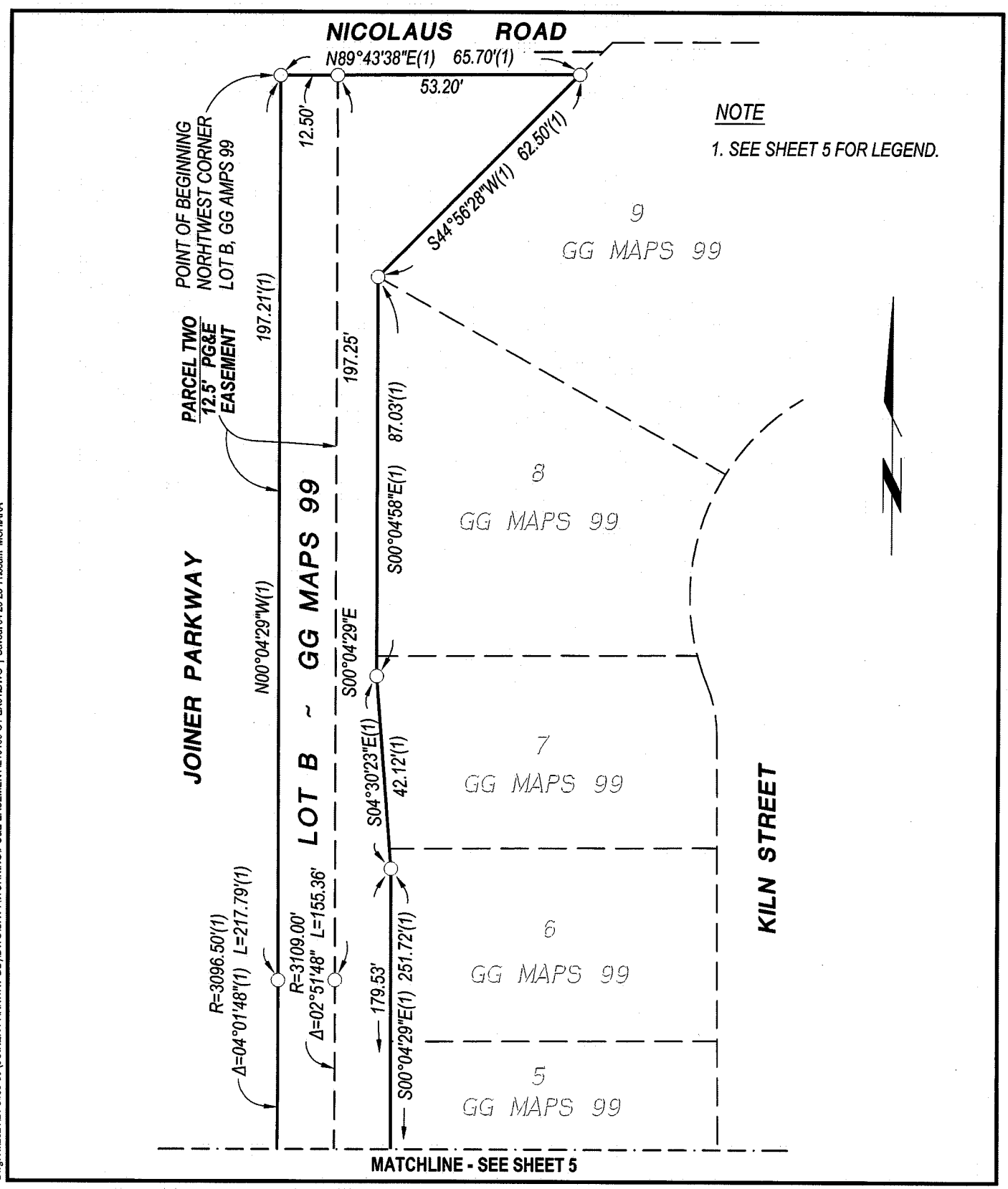
DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	APRIL 2025
SCALE:	1" = 30'	SHEET:	3 of 5

EXHIBIT "B"

PG&E EASEMENT

LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.

CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA



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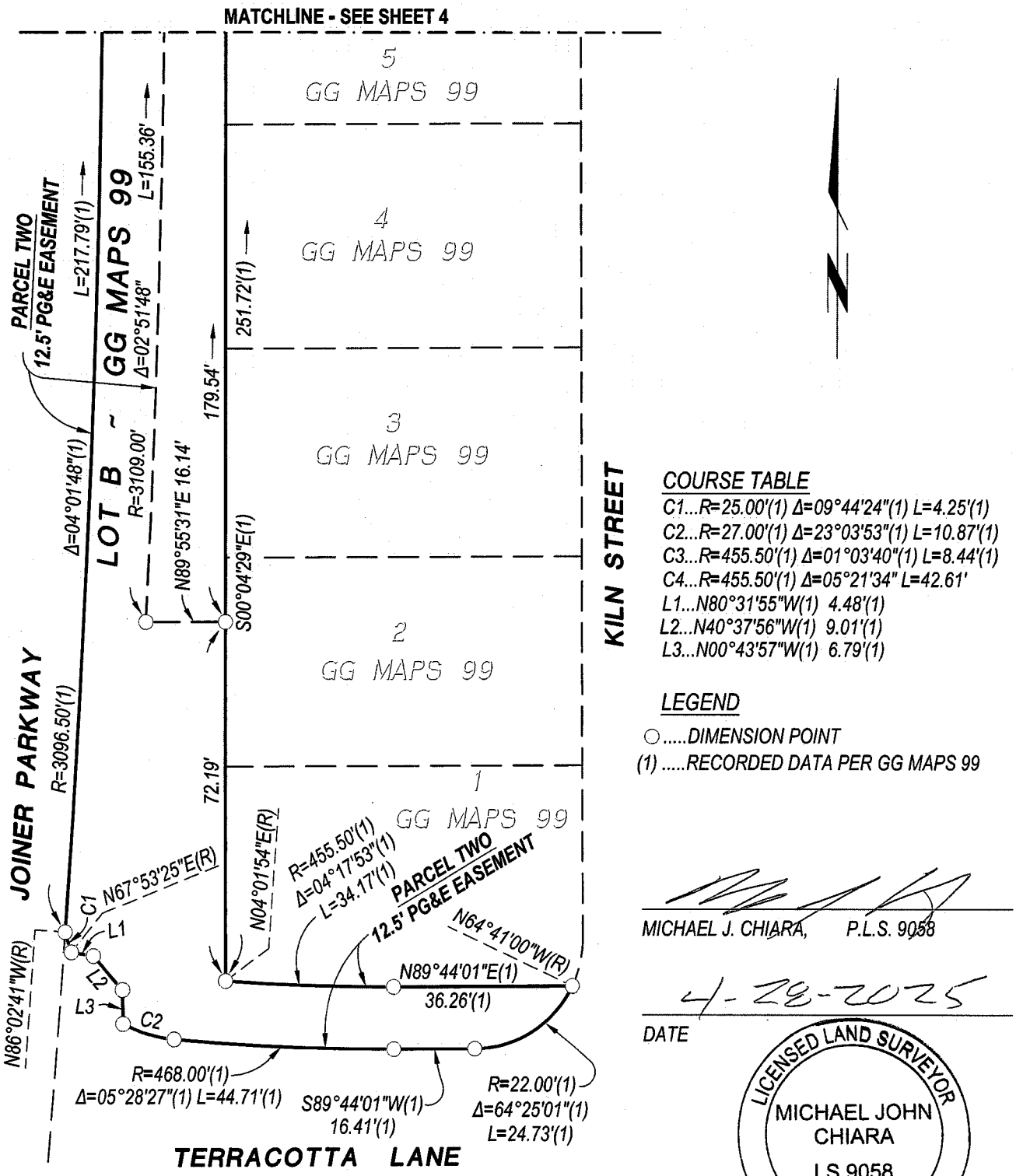
DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	APRIL 2025
SCALE:	1" = 30'	SHEET:	4 of 5

EXHIBIT "B"

PG&E EASEMENT

LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.

CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA



COURSE TABLE

C1...R=25.00'(1) Δ=09°44'24"(1) L=4.25'(1)
C2...R=27.00'(1) Δ=23°03'53"(1) L=10.87'(1)
C3...R=455.50'(1) Δ=01°03'40"(1) L=8.44'(1)
C4...R=455.50'(1) Δ=05°21'34" L=42.61'
L1...N80°31'55"W(1) 4.48'(1)
L2...N40°37'56"W(1) 9.01'(1)
L3...N00°43'57"W(1) 6.79'(1)

LEGEND

○.....*DIMENSION POINT*
(1) .....RECORDED DATA PER GG MAPS 99

MICHAEL J. CHIARA, P.L.S. 9058

4-28-2025
DATE

LICENSED LAND SURVEYOR
MICHAEL JOHN CHIARA
LS 9058
STATE OF CALIFORNIA

Dwg: X:\2021\21-0109-00 (JOINER PARKWAY-DD)\DWG\SRVY\WORKING\PG&E EASEMENT\210109-S1-EX01.DWG | Saved: 04-25-25 11:35am MCHIARA

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web: www.mpengr.com

DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	APRIL 2025
SCALE:	1" = 30'	SHEET:	5 of 5

EXHIBIT "B"

PG&E EASEMENT

LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.

CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA

EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.

- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.

- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities.** Installation of any proposed facilities outside of this easement area will require an additional easement.

- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.

- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.

- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Project Name: Joiner Ranch East Phase 1
Owner Name: Jen California 24, LLC

07/16/2025, 2025-0037919

Recording requested by and return to:
City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Phone: 916.434.2461
Attention: Hope Ithurburn, City Clerk

Exempt from Recording Fees – Govt Code 27383

City of Lincoln

PUBLIC UTILITY EASEMENT

Portion of Assessor's Parcel Number: 009-410-115,116

FOR VALUABLE CONSIDERATION, receipt so hereby acknowledged, **Jen California 24, LLC, a California Limited Liability Company, Grantors,** hereby grants to the City of Lincoln, a Municipal Corporation, a public utility easement for the installation and maintenance of water, gas, sewer and drainage pipes, and for poles and overhead and underground wires and conduits for electric, television, telephone, telecommunications services, and traffic control facilities, together with any and all appurtenances pertaining thereto, including the utility rights over, on, under and across all that real property situated in the City of Lincoln, County of Placer, State of California, being on, over, under and across Lots A and B, as shown on the map entitled "Joiner Ranch Phase 1, filed in Book GG at Page 99, of Maps, records of Placer County and as specifically shown on "Exhibits A" attached herewith" and labeled as "Easement One and Easement Two".

Grantors: Jen California 24, a California Limited Liability Company

By: CM

6/2/2025

Clifton Taylor
Vice President

Date

DOCUMENTARY TRANSFER TAX $ 0
___ Computed on full value of property conveyed OR
___ Value less remaining encumbrances
R&T: 11922
Signature of declarant
___ Unincorporated area City of:
APN #

City Clerks Statement:

I hereby certify that Resolution No. 2025-094 was adopted on the 8th day of July, 2025, by the City Council, City of Lincoln, authorizing the City Manager to accept the easement on behalf of the City and is attached hereto.

7/15/2025

Date:

Hope Ithurburn, City Clerk, City of Lincoln

Certificate of Acceptance

This is to certify that the interest in real property conveyed to the City of Lincoln, a Municipal Corporation, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this certification, is hereby accepted by the undersigned officer, on behalf of the City pursuant to the authority conferred by the City of Lincoln City Council Resolution No. 2025-094, and the Grantee consents to recordation thereof by its duly authorized officer.

7/16/25

Date

By:

Sean Scully, City Manager
City of Lincoln

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of PLACER)

On June 2, 2025, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon Buckenmeyer (SEAL)

SHARON BUCKENMEYER
COMM. # 2382432
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. NOV. 10, 2025

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On _____ before me, Hope Ithurburn, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Sculley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

HOPE ITHURBURN
Comm. # 2506797
PLACER County
California - Notary Public
Comm. Expires JAN. 10, 2029

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

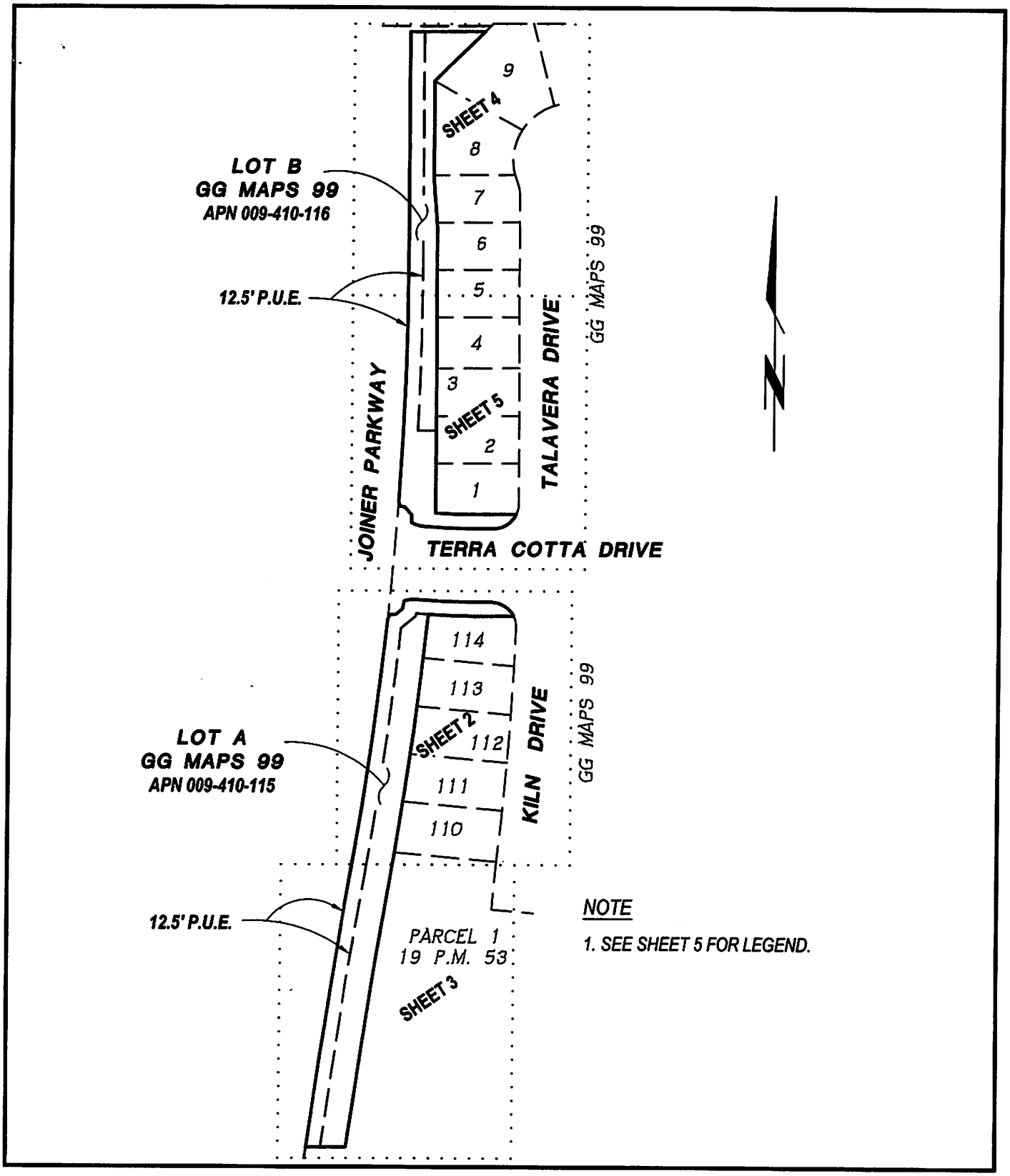
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom * Fresno
600 Coolidge Drive, Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

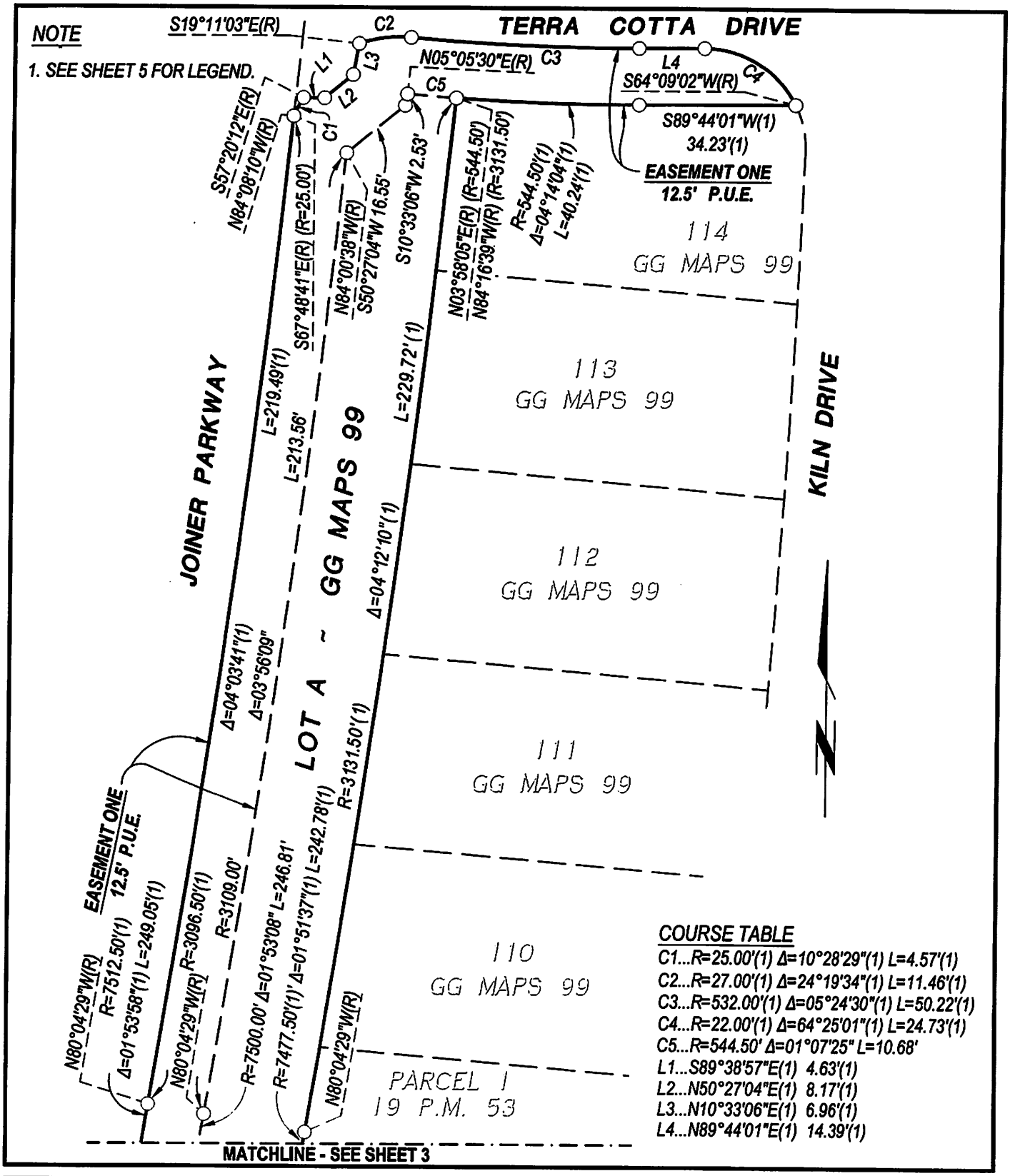
DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	MAY 2025
SCALE:	1" = 120'	SHEET:	1 of 5

EXHIBIT "A"

PUBLIC UTILITY EASEMENT

LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.

CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA



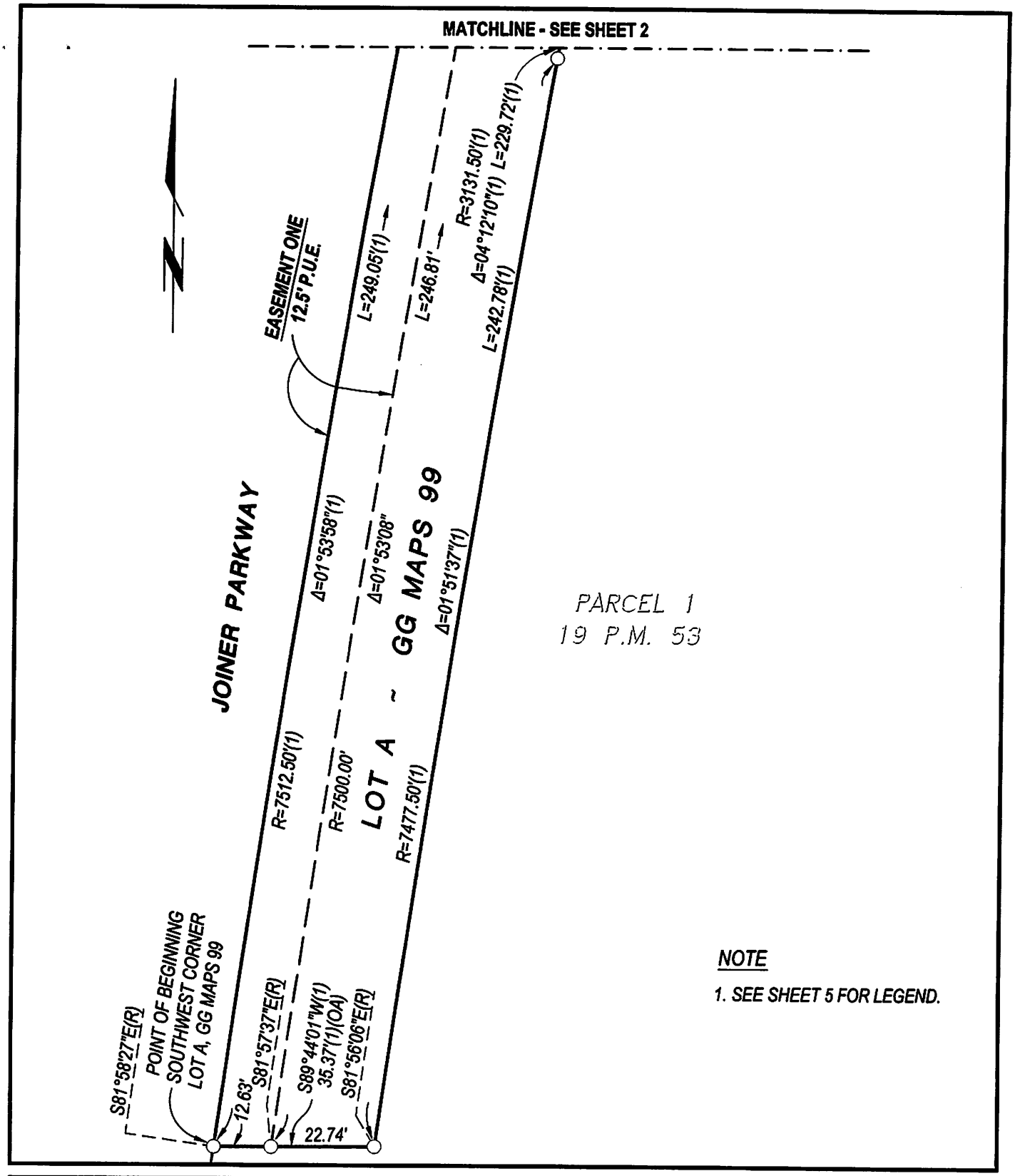
MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom * Fresno
600 Coolidge Drive, Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	MAY 2025
SCALE:	1" = 30'	SHEET:	2 of 5

EXHIBIT "A"

PUBLIC UTILITY EASEMENT

LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.
CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA



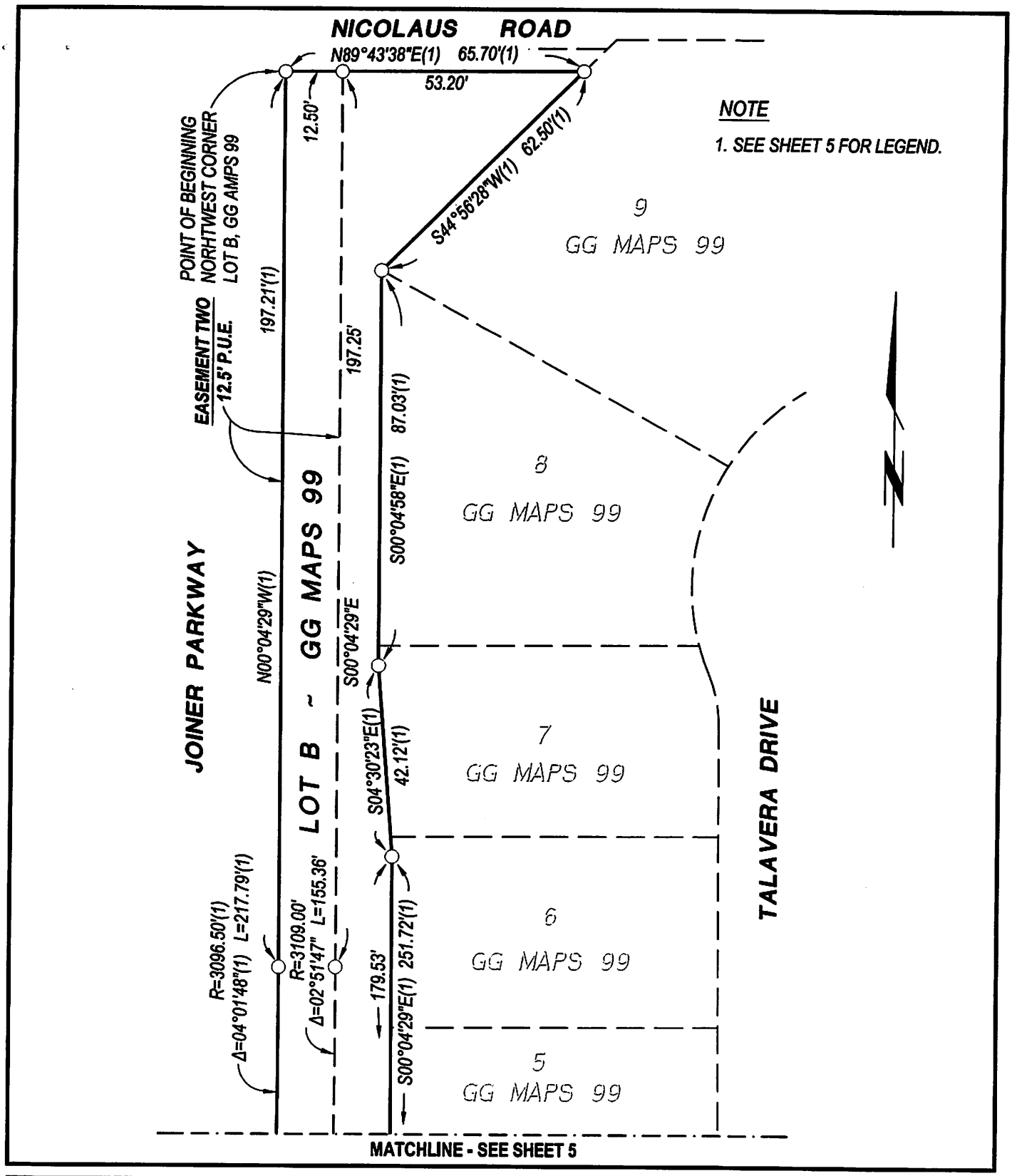
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Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	MAY 2025
SCALE:	1" = 30'	SHEET:	3 of 5

EXHIBIT "A"

PUBLIC UTILITY EASEMENT

LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.
CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA



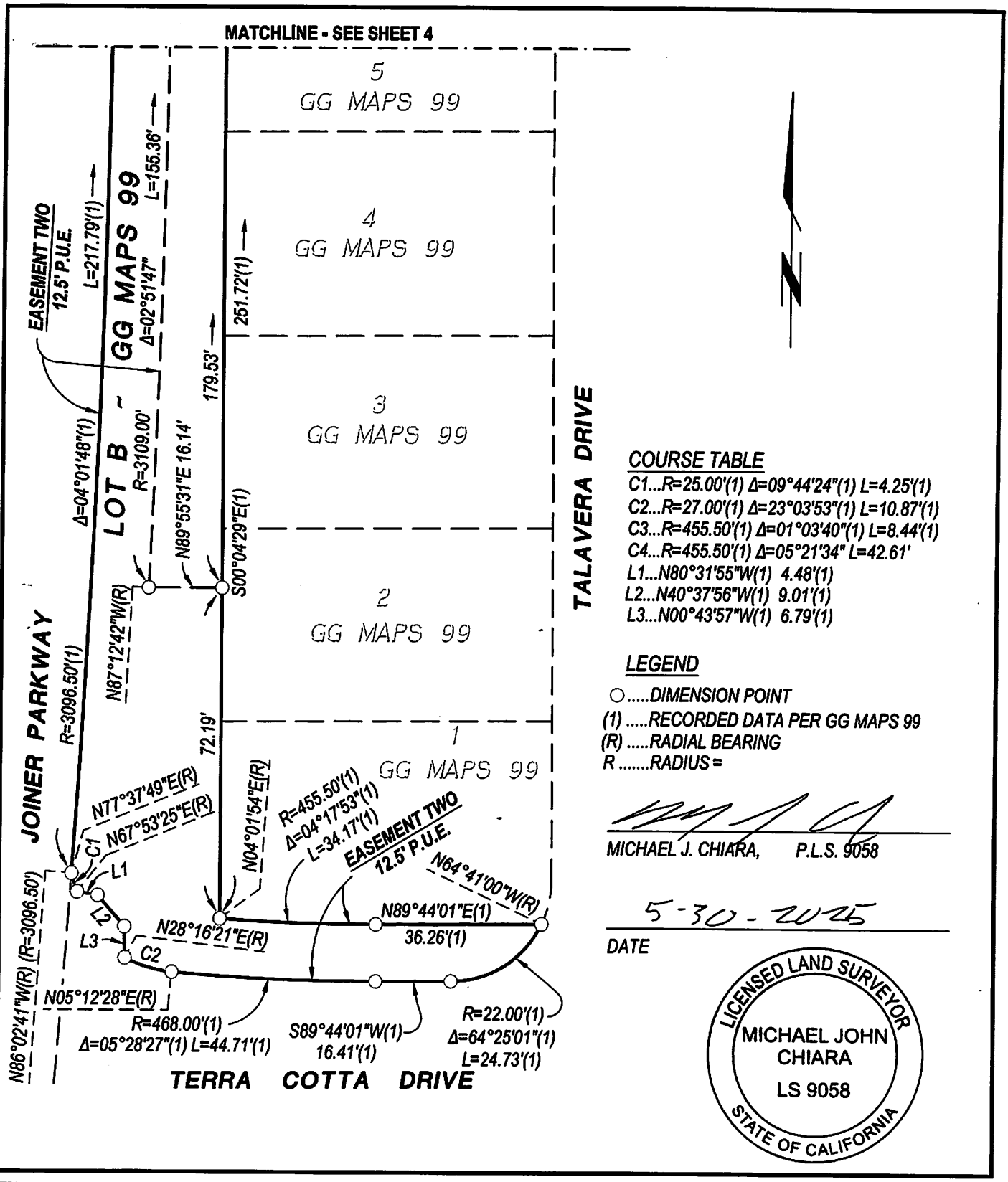
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DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	MAY 2025
SCALE:	1" = 30'	SHEET:	4 of 5

EXHIBIT "A"

PUBLIC UTILITY EASEMENT

LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.
CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA



COURSE TABLE

C1...R=25.00'(1) Δ=09°44'24"(1) L=4.25'(1)
C2...R=27.00'(1) Δ=23°03'53"(1) L=10.87'(1)
C3...R=455.50'(1) Δ=01°03'40"(1) L=8.44'(1)
C4...R=455.50'(1) Δ=05°21'34" L=42.61'
L1...N80°31'55"W(1) 4.48'(1)
L2...N40°37'56"W(1) 9.01'(1)
L3...N00°43'57"W(1) 6.79'(1)

LEGEND

○.....DIMENSION POINT
(1).....RECORDED DATA PER GG MAPS 99
(R).....RADIAL BEARING
R.....RADIUS =

MICHAEL J. CHIARA, P.L.S. 9058

5-30-2025
DATE

LICENSED LAND SURVEYOR
MICHAEL JOHN CHIARA
LS 9058
STATE OF CALIFORNIA

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom * Fresno
600 Coolidge Drive, Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

DRAWN:	FAP	JOB NO:	21-0109
CHECKED:	MJC	DATE:	MAY 2025
SCALE:	1" = 30'	SHEET:	5 of 5

EXHIBIT "A"

PUBLIC UTILITY EASEMENT

LOTS A & B ~ GG MAPS 99
NW1/4 S.16, T.12N., R.6E., M.D.M.
CITY OF LINCOLN, COUNTY OF PLACER, CALIFORNIA

Bond Number: 6213047796
Premium: $4,440.00

SUBDIVISION IMPROVEMENT AGREEMENT GUARANTEE AND WARRANTY SECURITY

WHEREAS, the City Council of the City of Lincoln, State of California, and **Jen California 24, LLC a California Limited Liability Company,** (hereinafter designated as "subdivider") have entered into an agreement by which subdivider agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance, which said agreement identified as **Subdivision Improvement Agreement for Joiner Ranch East (Phase 1)** is hereby referred to and made a part hereof; and

WHEREAS, said subdivider is required under the terms of said agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, and further to pay all City engineering fees and other City fees incurred during the warranty period, to comply with the terms of said agreement.

NOW, THEREFORE, we, the subdivider and United States Fire Insurance Company, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Lincoln as obligee ("City"), in the penal sum of **Seven Hundred Ten Thousand, Four Hundred Fifty-Eight and No/100 dollars ($710,458.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the subdivider, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against the City or any person employed by the City.

Bond Number: 6213047796
Premium: $4,440.00

IN WITNESS WHEREOF, this Subdivision Maintenance Bond Guarantee and Warranty Security has been duly executed by the subdivider and surety above named, on this 29th day of January 20 26.

United States Fire Insurance Company
Name of Surety

305 MADISON AVENUE
MORRISTOWN, NJ 07960
Address of Surety

(973) 490-6600
Telephone No. of Surety

Attorney-in-Fact Ashley Alexis

Subdivider:
Jen California 24, LLC a California Limited Liability Company

Contact: Clifton Taylor
Phone: 916-778-0008
Email: clifton@taylor-builders.com

By: CM

Clifton Taylor, Vice President

NOTE: If subdivider is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Placer County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with evidence of authorization as an admitted surety in the State of California from the California Department of Insurance and that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 29th day of January 2026 before me, Glenn Ryan Custodio Tapawan, the undersigned officer, personally appeared Ashley Alexis known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

GLENN RYAN CUSTODIO TAPAWAN
NOTARY PUBLIC- #192680
STATE OF CONNECTICUT
MY COMMISSION EXPIRES SEPT. 30, 2029

Signature of Notary Public
Date Commission Expires: September 30, 2029
Glenn Ryan Custodio Tapawan
Printed Name of Notary

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Michelle Anne McMahon, Jonathan Gleason, Doritza Mojica, Connor Wolpert, Kieran Moran, Ashley Alexis, Malerie Janet Williams

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of October, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 22nd day of October, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29th day of January 20 26

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On January 30, 2026, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon Buckenmeyer (SEAL)

SHARON BUCKENMEYER
Notary Public - California
Placer County
Commission # 2535355
My Comm. Expires Nov 10, 2029

Bond Number: 6213047814
Premium: $626.00

PUBLIC/FRONTAGE IMPROVEMENT AGREEMENT GUARANTEE AND WARRANTY SECURITY

WHEREAS, the City Council of the City of Lincoln, State of California, and **Jen California 24, LLC a California Limited Liability Company,** (hereinafter designated as "Principal") have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance, which said agreement identified as **Frontage/Public Improvement Agreement for Joiner Ranch East (Phase 1)** is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, and further to pay all City engineering fees and other City fees incurred during the warranty period, to comply with the terms of said agreement.

NOW, THEREFORE, we, the Principal and United States Fire Insurance Company, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Lincoln as obligee ("City"), in the penal sum of **One Hundred Thousand, One Hundred Eighty-Seven and no/100 dollars ($100,187.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against the City or any person employed by the City.

Bond Number: 6213047814
Premium: $626.00

IN WITNESS WHEREOF, this Public/Frontage Maintenance Bond Guarantee and Warranty Security has been duly executed by the Principal and surety above named, on this 29th day of January 2026.

United States Fire Insurance Company
Name of Surety

305 MADISON AVENUE, MORRISTOWN, NJ 07960
Address of Surety

(973) 490-6600
Telephone No. of Surety

Attorney-in-Fact Ashley Alexis

Principal:
Jen California 24, LLC a California Limited Liability Company

Contact: Clifton Taylor
Phone: 906-778-0008
Email: Clifton@taylor-builders.com

By: CM

Clifton Taylor, Vice President

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Placer County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with evidence of authorization as an admitted surety in the State of California from the California Department of Insurance and that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 29th day of January 2026 before me, Glenn Ryan Custodio Tapawan, the undersigned officer, personally appeared Ashley Alexis known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: September 30, 2029
Glenn Ryan Custodio Tapawan
Printed Name of Notary

GLENN RYAN CUSTODIO TAPAWAN
NOTARY PUBLIC- #192680
STATE OF CONNECTICUT
MY COMMISSION EXPIRES SEPT. 30, 2029

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Michelle Anne McMahon, Jonathan Gleason, Doritza Mojica, Connor Wolpert, Kieran Moran, Ashley Alexis, Malerie Janet Williams

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

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(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of October, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 22nd day of October, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29th day of January 20 26

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

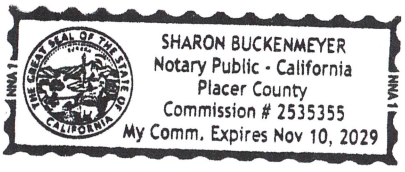
State of California)
County of Placer)

On January 30, 2026, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon Buckenmeyer (SEAL)



JEN CALIFORNIA 24

JEN CALIFORNIA 24, LLC (916) 778-0008 tel
1478 Stone Point Drive, Suite 100
Roseville, CA 95661

SP Mann, P.E.
Senior Engineer
Community Development Department
City of Lincoln
600 6th Street
Lincoln, CA 95648

Dear Mr. Mann,

Please accept this letter as confirmation that JEN California 24 LLC will perform all frontage landscape maintenance on Joiner Ranch East Phase 1 Lots A, B and E prior to the City's acceptance of title in fee of Lots A and B.

JEN California 24 LLC acknowledges the City of Lincoln will require a standard warranty bond upon acceptance of the frontage landscaping in Lots A, B and E.

Thank you,



John Jewett
JEN California 24, LLC

c.c. Kate Hart, Vin Cay, Michael Durkee

STAFF REPORT

Item Number 12.D

SUBJECT: Adopt a Resolution Accepting the Joiner Ranch East-Phase 2 Subdivision Improvements, with the Exception of the Frontage Landscaping along Nicolaus Road and Within the Lot E drainage basin, as Complete and Authorize the City Clerk to File the Notice of Completion with the Placer County Recorder. (Sukhpal (SP) Mann)

SUBMITTED BY: SP Mann

DEPARTMENT: Engineering

DATE: February 24, 2026

STAFF RECOMMENDATION:

Adopt a resolution accepting the Joiner Ranch East-Phase 2 Subdivision Improvements, with the exception of the frontage landscaping along Nicolaus Road and within the Lot E drainage basin, as complete and authorize the City Clerk to file the Notice of Completion with the Placer County Recorder (see Attachment 2).

The Open Space (Lot F), the landscaping within the Park (Lots C & D), and the sewer and water infrastructure within this subdivision will be owned and maintained by the City upon acceptance of the improvements. The drainage basin within Lot E, that was offered for dedication on the Joiner Ranch East-Phase 2 Final Map, is not being accepted for maintenance at this time.

BACKGROUND/INTRODUCTION:

On May 27, 2025, the City Council approved Resolution No 2025-060, approving the Joiner Ranch East-Phase 2 final subdivision map and authorizing the City Manager to execute a Subdivision Improvement Agreement with Jen California 24, LLC for the Joiner Ranch East (Phase 2) Subdivision Improvements Project (see Attachment 3). This project consists of the backbone infrastructure for 84 Residential lots.

City Council consented to the irrevocable offers of dedication of Lot E (drainage basin), Lot F (Open Space), and Lots C & D (Park) offered on the final subdivision map.

FINDINGS/ANALYSIS:

Jen California 24, LLC granted an exclusive easement to PG&E, without consent from the City, prior to the dedication of a PUE to the City. The statutes allow all dry utilities to exist within a public utility easement. Staff has expressed concern about the grant of exclusive easement rights to PG&E prior to the grant of the PUE to the City, which grants PG&E senior

rights over the public. Pursuant to conversations with Jen California 24, LLC, the subdivider has agreed to continue to maintain all the frontage landscaping along the project boundary and within the drainage basin per the Landscape Maintenance Agreement (Attachment 5) until PG&E quitclaims their exclusive easement. Therefore, all frontage landscaping as well as landscaping within drainage basin (Lot E) are not accepted at this time.

Final inspection of the improvements was performed on November 18, 2025. Staff has determined that work performed by Jen California 24, LLC is complete and in conformance with the terms of the Phase 2 Subdivision Improvement Agreement.

Jen California 24, LLC has paid for all construction inspection and administration costs associated with the Phase 2 project. Jen California 24, LLC has provided warranty bonds in the amounts of $249,124 in accordance with the amounts specified in the Phase 2 Subdivision Improvement Agreements, guaranteeing the work for a period of one year from date of the filing of the Notice of Completions (see Attachment 4).

The subdivider, Jen California 24, LLC has agreed to maintain the bonding coverage for frontage landscaping as per the Landscape Maintenance Agreement until such time this work is accepted by the City Engineer.

FISCAL IMPACT:

The Open Space (Lot F), landscaping along Nicolaus Road right of way, the landscaping within the Park (Lots C & D), and the sewer and water infrastructure within this subdivision will be owned and maintained by the City. Joiner Ranch East-Phase 2 subdivision is part of CFD 2018-1 that will fund the maintenance of City infrastructure such as landscaping, parks, open space, streetlighting, street maintenance, traffic signals, stormwater quality, and drainage facilities. This subdivision is also part of CFD 2018-2 that funds City public services such as police and fire protection.

ATTACHMENTS:

Joiner Ranch East Ph 2 NOC.Doc2-Attach 1 Resolution.2026Feb24.spmann.docx

Joiner Ranch East Ph 2 NOC.Doc3-Attach 2 NOC.2026Feb24.spmann.pdf

Joiner Ranch East Ph 2 NOC.Doc4-Attach 3 SIA.2026Feb24.spmann.pdf

Joiner Ranch East Ph 2 NOC.Doc5-Attach 4 Warranty Bond.2026Feb24.spmann.pdf

Joiner Ranch East Ph 2 NOC.Doc6-Attach 5 Landscape Maintenance Agreement.2026Feb24.spmann.pdf

RESOLUTION 2026-XXX

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LINCOLN ACCEPTING THE JOINER RANCH EAST PHASE 2 SUBDIVISION IMPROVEMENTS, WITH THE EXCEPTION OF THE FRONTAGE LANDSCAPING ALONG NICOLAUS ROAD AND WITHIN THE LOT E DRAINAGE BASIN, AS COMPLETE AND AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION

WHEREAS, on May 27, 2025, the City of Lincoln entered into a Subdivision Agreement with Jen California 24, LLC for the Joiner Ranch East Phase 2 Subdivision Improvements Project; and

WHEREAS, all work with the above agreement was completed on November 18, 2025, in accordance with the agreement; and

WHEREAS, JEN California 24, LLC has provided a Landscape Maintenance Agreement regarding delaying the acceptance of the frontage landscaping along Nicolaus Road and within the Lot E (drainage basin) until PGE quitclaims their easement within the public utility easement along Joiner Parkway, and authorize the City Manager to accept those improvements; and

WHEREAS, City staff recommends to the City Council that said completed project be accepted with the exception of frontage landscaping along Nicolaus Road and within the Lot E (drainage basin), and a Notice of Completion be filed by the City; and

WHEREAS, City staff recommends the City Council authorize the City Manager to accept the Notice of Completion of frontage landscaping along Nicolaus Road and within Lot E (drainage basin), and such Notices of Completion be filed by the City Clerk upon quitclaim of the PG&E easements within Lots A & B; and

NOW THEREFORE BE IT RESOLVED:

Section 1. Construction on the above-mentioned subdivision and frontage/public improvement agreements are hereby accepted as being complete in accordance with the plans and specifications.

Section 2. The City Manager is directed to execute and record the Notice of Completion on behalf of the City of Lincoln, with the exception of the frontage landscaping along Nicolaus Road and within the Lot E (drainage basin).

Section 3. The City Clerk is directed to execute and record the Notices of Completion on said project on behalf of the City of Lincoln.

Section 4. The City Manager is also authorized to accept the Notice of Completion of frontage landscaping along Nicolaus Road and within Lot E (drainage basin), and such Notices of Completion be filed by the City Clerk upon quitclaim of the PG&E easements over the Public Utility Easements.

PASSED AND ADOPTED this 24th day of February, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

RECORDING REQUEST BY:

City Clerk
City of Lincoln

WHEN RECORDED MAIL TO:

City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648
(Exempt from recording fees Govt. Code 27383)

NOTICE OF COMPLETION

Joiner Ranch East-Phase 2 Subdivision
Improvements
Owner: City of Lincoln
600 6th Street
Lincoln, CA 95648
County of Placer
State of California

NOTICE IS HEREBY GIVEN that on the 18th day of November, 2025, a Final Inspection on the Joiner Ranch East-Phase 2 Subdivision Improvements of the certain work approved on the improvement plans was performed, and all work was found to be in accordance with the Subdivision Improvement Agreement of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the Joiner Ranch East-Phase 2 Subdivision Improvements, with the exception of the frontage landscaping along Nicolaus Road and within the Lot E drainage basin, was completed on November 18, 2025, and accepted by the City Council of the City of Lincoln on February 24, 2026.

That the name of the surety on the developer's bond for payment on said contract is United States Fire Insurance Company, a New Jersey corporation. The scope of work for this project consisted of backbone infrastructure improvements in the City of Lincoln, California, for the City of Lincoln.

CITY OF LINCOLN

BY: _____
Hope Ithurburn, City Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

_____ _____
Date Signature

City of Lincoln
600 6th Street
Lincoln, CA 95648
Place

PLACER, County Recorder
RYAN RONCO
DOC- 2025-0032986-00
7820
WEDNESDAY, JUN 18, 2025 01:51 PM
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | SB2 $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 03410769
CLK2J8K8V3/CG/1-18

RECORDING REQUESTED BY
City of Lincoln
NO FEE DOCUMENT
Government Code 6103

AND WHEN RECORDED MAIL DOCUMENT TO:
City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Attn: Gwen Scanlon, City Clerk

Space Above This Line for Recorder's Use Only

A.P.N.: 021-310-077-000

File No.: 0192-7244862 (TA)

Joiner Ranch East (Phase 2) Subdivision Improvement Agreement

Final map Has Been Recorded June 18, 2025 in Book H H page 16
in Records of Placer County, File No. 2025-0032985-00

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

SUBDIVISION IMPROVEMENT AGREEMENT FOR

Joiner Ranch East Phase 2

This Subdivision Improvement Agreement ("**Agreement**") is entered into by and between the City of Lincoln, a municipal corporation ("**City**") and JEN California 24 LLC, a California Limited Liability Company ("**Subdivider**") on 7/28/2025, 2025 ("**Effective Date**").

RECITALS

A. Subdivider has received approval of a tentative subdivision map commonly known as **Joiner Ranch East Phased Tentative Subdivision Map** and the conditions and approvals set forth per the Tentative Map and Specific Development Plans, approved by the City on **April 13, 2021**, per City Council Resolution Numbers **2021-62**.

B. Subdivider has presented to the City a final map ("**map**") of a proposed subdivision of land located and within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the tentative map of the subdivision previously approved by the City Council of the City of Lincoln.

C. The proposed subdivision of land is commonly known and described as **Joiner Ranch East – Phase 2** (hereinafter referred to as the "**Subdivision**"). The final map has been filed on the 18 day of June, 2025 in Book HH of Parcel/Subdivision Maps at Page 16 in the Records of Placer County, file no. 2025-0032985-00.

D. Subdivider has requested approval of the final map prior to the construction and completion of the public improvements, including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, storm drainage facilities, public utility facilities, design standards which are part of the provisions for lot grading and drainage in or appurtenant to the Subdivision, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of the City, the tentative map (and approvals given in connection therewith), and final grading plan, if any, approved by the City. Subdivider shall be responsible to complete all of the foregoing improvements. The "**Required Improvements**," are listed in **Exhibit B**, which is attached hereto and incorporated herein by reference.

E. Subdivider is willing to execute this Agreement as a condition precedent to the recording of the map.

F. The authority for this Agreement is set forth in the Subdivision Map Act (Government Code §§66410 et seq.) and the Subdivision Ordinance of the City of Lincoln ("the Subdivision Ordinance").

WHEREFORE, the parties hereto agree as follows:

COVENANTS AND CONDITIONS

1. Acceptance of Rights of Way. City hereby accepts on behalf of the public all lands, rights of way and easements offered for dedication on the map, in accordance with the conditions hereinafter set forth.

2. Fees. Subdivider agrees to pay all fees set forth in **Exhibit A**, attached hereto and hereby incorporated, at the time of execution of this Agreement.

3. Required Improvements. Subdivider agrees to furnish, construct, install, and complete all the works of Required Improvements as set forth on **Exhibit B**, attached hereto and hereby incorporated, in accordance with the requirements of the Map Act, the Subdivision Ordinance, and the Standard Specifications of City in effect at the time of the installation of said improvements. Such work shall be completed within twelve (12) months of the date of the execution of this Agreement.

4. Acceptance of Required Improvements Upon Completion. Upon satisfactory Completion of the Improvements, in accordance with the Standard Specifications and the conditions of approval of the tentative subdivision map, City agrees to accept for maintenance the Required Improvements and any offsite easements granted, subject to the provisions of paragraph 13(a), below.

5. Notice Regarding Construction. Subdivider shall notify the City Engineer of the commencement of construction of the Improvements. Until final acceptance of the Required Improvements by City, Subdivider shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements and will take reasonable actions to protect the public from such dangerous conditions.

6. Warranty. Subdivider agrees to remedy any defects in the Required Improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after the Required Improvements have been accepted by resolution of the City Council during regular session, and the City Clerk files a Notice of Completion with the Placer County Recorder.

7. Indemnity and Hold Harmless. Subdivider shall, and any successor who has purchased a lot or lots for residential use, defend, indemnify and hold harmless City, its officers, employees, agents, and elective and appointive boards from any and all claims, losses, damages, including property damage, personal injury, including death, costs, attorneys' fees, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or construction of the Required Improvements by the Subdivider, contractor or any person directly or indirectly employed by, or acting as agent for the Subdivider, save and except to the extent any of those matters are caused by or arise from the active negligence of the City. This defense, indemnification and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorney fees, and liability for injuries occurring after completion of the construction of the Required Improvements, as well as during construction, and shall apply regardless of whether or not the City has prepared, supplied or approved the plans and/or specifications for the Required

Improvements or has inspected or accepted the same. Acceptance of insurance required under this Agreement shall not relieve Subdivider from liability under this defense, indemnification and hold harmless provisions. The parties intend that this provision shall be broadly construed to effectuate its purpose.

8. Insurance. Subdivider shall maintain in full force and effect for the duration of this Agreement the following policies of insurance:

(a) General Liability. Subdivider shall maintain general liability insurance in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

(b) Automobile Liability. Subdivider or its contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Subdivider arising out of or in connection with the Work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than $1,000,000 combined single limit for each occurrence.

(c) Worker's Compensation. Subdivider or its contractor shall maintain worker's compensation coverage as required by the Labor Code of the State of California.

(d) Each general liability and automobile insurance policy shall be with insurers rated "A: VII" or better in the most current edition of Best's Insurance Reports and shall be endorsed with the following specific language:

(i) "The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Subdivider, including the materials, parts, or equipment furnished in connection with such work or operations.

(ii) This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, employees, agents and volunteers. Any insurance maintained by the City may have, shall be considered excess only and shall not contribute with it.

(iii) The insurer waives all rights as subrogation against the City, its elected or appointed officers, officials, employees or agents.

(iv) The insurer provided by this policy shall not be suspended, voided, canceled or reduced in coverage or limits except after 30 days written notice has been received by City.

(v) Subdivider shall provide certificate(s) of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this

Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement."

9. Delay. If the construction of the Improvements is delayed without fault of Subdivider, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

10. Security. Subdivider shall furnish to City security to ensure the faithful performance of all duties and obligations of Subdivider herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, an instrument of credit issued by a banking institution subject to regulation by the state or federal government and pledging that the funds necessary to carry out this agreement are on deposit and guaranteed for payment or a letter of credit issued by such a banking institution, or a cash deposit, made either directly with the City, or deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purpose:

(a) Performance Security. One hundred percent (100%) of the estimated cost of Improvements securing faithful performance of this Agreement, which estimated cost is in the amount of **One Million, Two Hundred Forty-Five Thousand, Six Hundred Twenty and no/100 Dollars ($1,245,620.00)**.

(b) Labor and Material Security. One hundred percent (100%) of the estimated cost of securing payment to the contractor of the Required Improvements, to his subcontractors and to person furnishing labor, materials or equipment to them, which estimated cost is **One Million, Two Hundred Forty-Five Thousand, Six Hundred Twenty and no/100 Dollars ($1,245,620.00)**.

(c) Warranty Security. Twenty percent (20%) of the sum specified in subparagraph (a) above or **Two Hundred Forty-Nine Thousand, One Hundred and Twenty-Four Dollars ($249,124)** to guarantee and warranty the Required Improvements for a period of one (1) year following the completion of acceptance thereof against any defective work or labor done, or defective materials furnished. This security need not be furnished prior to completion of the Required Improvements but must be provided prior to their acceptance.

(d) Monument Security. One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of **Eight Thousand, Two Hundred Fifty and no/100 dollars ($8,250.00)**.

11. Irrevocability of Security. The improvement security furnished pursuant to paragraph 10 shall be irrevocable, shall not be limited as to time (except as to the one-year period) and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or his delegate.

12. Actions. Any action by any party to this Agreement, or any concerning the security furnished pursuant to paragraph 10, shall be brought in the appropriate court of

competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The corporate surety, bank, or escrow agent providing the security required by paragraph 10 shall waive, in such security, reliance upon the provisions of any statute, whether state or federal, having to do with the location for commencing and maintaining actions against such corporate surety, bank, or escrow agent.

13. Inspection; Release of Improvement Security.

(a) Inspection and Final Acceptance. Subdivider may, from time to time, request the City Engineer to inspect the Improvements as they progress and are completed. If the City Engineer determines that all or a specified category of the Required Improvements have been completed in accordance with the Improvement Plans and City standards, the City Engineer shall certify to the City Council the completion of such improvements. Subdivider shall bear all costs of plan check, inspection, certification and all City overhead costs. Acceptance of all or any specified category of improvements by the City council shall be made upon recommendation and certification of the City Engineer following inspection of the Required Improvements. The City Council shall act upon the City Engineer's recommendation within thirty (30) days following certification by the City Engineer that such improvements have been completed.

(b) Release of Security. The City Engineer may, at her/his option, if s/he finds the work to be in accordance with the Standard Specifications in effect at the time of the installation of the improvements, accept so much of that work as is completed, and authorize a release of the security provided pursuant to paragraph 10(a); provided, however, that in no event shall s/he authorize the release of more than eighty percent (80%) of the improvement security.

(c) Notwithstanding the authorization for partial releases pursuant to Section 13(a), the City Engineer shall not allow for a partial release of security unless the cost estimate of the remaining Improvements do not exceed twenty percent (20%) of the total original security.

14. Release of Remaining Improvement Security; Warranty. At the conclusion of the construction of the Improvements, and acceptance by resolution and filing of a Notice of Completion by the City Clerk with the Placer County Recorder, the City Engineer shall authorize the release of the security provided pursuant to paragraph 10 upon the furnishing of the warranty security as required by paragraph 10(c).

15. Release of Labor and Materials Security. Thirty (30) days after a Notice of Completion is filed with respect to the Improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in paragraph 10(b) of this Agreement, in the event that no claims have been filed against said security. If claims or actions are filed against the security, the City Engineer may release so much of such security in excess of 100% of the total of the claims made against it.

16. Monuments. Subdivider agrees to install, on or before twelve (12) months from the date of this Agreement, such survey monuments as may be required by the City Engineer.

Upon the installation of such monuments, and their acceptance by the City Engineer, the security provided therefore shall be released.

17. Environmental Warranty.

(a) Prior to the acceptance of any dedications or improvements by City, Subdivider shall certify and warrant that: neither the property to be dedicated nor Subdivider (with respect to such property) are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending investigation, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law. Neither Subdivider nor any third party shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance, except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated, except in compliance with law and/or as described in writing to City. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

(i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

(ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(iii) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or suit under any environmental law.

(b) As used in this Agreement, the term "**hazardous substance**" includes any hazardous or toxic substance or material or waste, including but not limited to all types of gasoline, oil, and other petroleum hydrocarbons, asbestos, radon, polychlorinated biphenols ("**PCBs**"), or any other chemical, material, controlled substance, object, condition, waste, living organism or any combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful properties of effects, which is now, or in the future becomes, listed, defined or regulated in any manner by any federal, state, or local City based directly or indirectly upon such properties.

18. Failure of Performance. If Subdivider fails to perform one or more of the conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City shall do, or cause to be done, those acts required of Subdivider, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Subdivider hereunder. City shall have recourse against Subdivider for any and all amounts necessary to complete the obligations for Subdivider in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the improvements, shall be a proper charge against the security and/or Subdivider.

19. Attorney's Fees. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, for the security therefore, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.

20. Agreement Binding on Successors. This Agreement shall be binding upon all the heirs, successors, and assigns of either party, "and the same shall be recorded in the office of the Recorder of Placer County upon its execution ," and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF LINCOLN

By: _____
Sean Scully, City Manager

SUBDIVIDER

JEN California 24 LLC,
a California limited liability company

By: _____
Clifton Taylor
Vice President

[THIS SUBDIVISION IMPROVEMENT AGREEMENT SHALL BE NOTARIZED AND MAY BE SIGNED IN COUNTERPART]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On May 8, 2025, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon Buckenmeyer (SEAL)

SHARON BUCKENMEYER
COMM. # 2382432
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. NOV. 10, 2025

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On May 28, 2025 before me, Hope Ithurburn, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Smalley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

HOPE ITHURBURN
Comm. # 2506797
PLACER County
California - Notary Public
Comm. Expires JAN. 10, 2029
NXC1

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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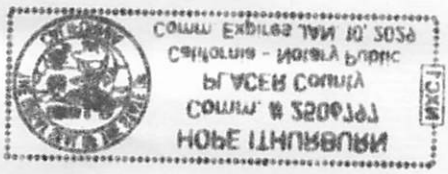

PLACER County
California - Notary Public
COMM. # 2209191
HOPE LUNDBURN
COMM. Expires JAN 10 2026

EXHIBIT A

FEES
(Final Map Subdivision)

JOINER RANCH EAST – PHASE 2

	Amount Paid	Date Paid	Paid By
Final Map Checking	$15,000	12/14/2023	JEN California 24 LLC

EXHIBIT B

REQUIRED IMPROVEMENTS

and

BOND SCHEDULE (Final Map Subdivision)

JOINER RANCH EAST – PHASE 2

The Required Improvements are as shown on the Improvement Plans entitled "JOINER RANCH EAST (PHASE 2)" signed by the City Engineer, City of Lincoln. Said Plans are on file at:

City of Lincoln
Community Development Department 600 Sixth Street
Lincoln, CA 95648

Faithful Performance (100%)	$1,245,620.00
Labor & Material (100%)	$1,245,620.00
Warranty (20%) (Due prior to notice of completion)	$249,124.00
Monument Security (100%)	$8,250.00

EXHIBIT B: ENGINEER'S ESTIMATE

Certified Resolution approving Subdivision Agreement & Final Map

RESOLUTION NO. 2025 – 060

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING JOINER RANCH EAST PHASE 2 IMPROVEMENT PLANS, JOINER RANCH EAST PHASE 2 FINAL MAP, AUTHORIZING THE EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR JOINER RANCH EAST PHASE 2, AND AUTHORIZING THE RECORDING OF THE FINAL MAP AND THE SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, the City Council conditionally approved the Phased Tentative Map for Joiner Ranch East on April 13, 2021, per City Council Resolution 2021-62; and

WHEREAS, the improvement plans for the Joiner Ranch East Phase 2 have been signed by the City Engineer and the Fire Battalion Chief; and

WHEREAS, the owner, JEN California 24 LLC, has requested the recordation of the Joiner Ranch East Phase 2 Final Map in accordance with section 66462 of the Subdivision Map Act; and

WHEREAS, the Joiner Ranch East Phase 2 Final Map is technically correct as approved by the City's Surveyor; and

WHEREAS, the City Engineer has determined that the Joiner Ranch East Phase 2 Final Map is substantially the same as it appeared on the Joiner Ranch East Phase 2 Phased Tentative Map and any approved alteration thereof; and

WHEREAS, the City Engineer has determined that all conditions of approval applicable to the Joiner Ranch East Phase 2 Final Map have been satisfied; and

WHEREAS, the City Engineer has determined that all provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval of the Phased Tentative Map have been satisfied; and

WHEREAS, the City has determined that the Joiner Ranch East Phase 2 Final Map is exempt from the California Environmental Quality Act (Public Resources Code § 21000 et seq., CEQA) pursuant to Public Resources Code 21080(b)(1) and CEQA guidelines section 15268(b)(3).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln that:

1. The City Council hereby approves the Joiner Ranch East Phase 2 Improvement Plans; and

2. Pursuant to Section 66474.1 of the Subdivision Map Act, the City Council hereby finds and determines that the Final Map for Joiner Ranch East Phase 2 is in substantial compliance with the previously approved Joiner Ranch East Phased Tentative Map and all associated conditions of approval specific to this Final Map have been satisfied; and

3. The Joiner Ranch East Phase 2 Final Map is hereby approved, and the City Clerk is authorized to sign the Clerk's Statements accepting on behalf of the public, all easements for public utility and bike/pedestrian access purposes, easements for public street purposes, subject to improvement, direct vehicle access rights, relinquishment of groundwater rights, consent to the irrevocable offers of dedication for Lots C, D, E & F and certify to the abandonment shown on the map; and

4. The City Manager is authorized to execute the Subdivision Improvement Agreement for Joiner Ranch East Phase 2.

5. The City Clerk is authorized to proceed with the Recordation of the Joiner Ranch East Phase 2 Final Map and the associated Subdivision Improvement Agreement at the office of the County Recorder.

6. The City Manager is authorized to accept at a later date the irrevocable offer of dedication for Lots C, D, E and F and that the City Clerk is authorized to proceed with Recordation of acceptance of the offers of dedication

PASSED AND ADOPTED this 27th day of May 2025, by the following vote:

AYES: COUNCILMEMBERS: Brown, Eklund, Pearl, Reedy, Andreatta

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Holly Andreatta

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn

Hope Ithurburn, Interim City Clerk

I hereby certify that this is a true and correct copy of Resolution 2025-060 adopted by the Lincoln City Council on May 27th 2025

Deputy City Clerk

BONDS

Bonds are on file with the Community Development Department.

Bond Number: 6213047805
Premium: $1,557.00

SUBDIVISION IMPROVEMENT AGREEMENT GUARANTEE AND WARRANTY SECURITY

WHEREAS, the City Council of the City of Lincoln, State of California, and **JEN California 24, LLC a California Limited Liability Company,** (hereinafter designated as "subdivider") have entered into an agreement by which subdivider agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance, which said agreement identified as **Subdivision Improvement Agreement for Joiner Ranch East (Phase 2)** is hereby referred to and made a part hereof; and

WHEREAS, said subdivider is required under the terms of said agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, and further to pay all City engineering fees and other City fees incurred during the warranty period, to comply with the terms of said agreement.

NOW, THEREFORE, we, the subdivider and United States Fire Insurance Company, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Lincoln as obligee ("City"), in the penal sum of **Two Hundred Forty-Nine Thousand, One Hundred Twenty-Four and No/100 dollars ($249,124.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the subdivider, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against the City or any person employed by the City.

Bond Number: 6213047805
Premium: $1,557.00

IN WITNESS WHEREOF, this Subdivision Maintenance Bond Guarantee and Warranty Security has been duly executed by the subdivider and surety above named, on this 29th day of January 20 26.

United States Fire Insurance Company

Name of Surety

305 MADISON AVENUE

MORRISTOWN, NJ 07960

Address of Surety

(973) 490-6600

Telephone No. of Surety

Attorney-in-Fact Malerie Janet Williams

Subdivider:
JEN California 24, LLC a California Limited Liability Company

Contact: Clifton Taylor
Phone: 916-778-0008
Email: Clifton@taylor-builders.com

By:

Clifton Taylor, Vice President

NOTE: If subdivider is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Placer County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with evidence of authorization as an admitted surety in the State of California from the California Department of Insurance and that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 29th day of January 2026 before me, Glenn Ryan Custodio Tapawan, the undersigned officer, personally appeared Malerie Janet Williams known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

GLENN RYAN CUSTODIO TAPAWAN
NOTARY PUBLIC- #192680
STATE OF CONNECTICUT
MY COMMISSION EXPIRES SEPT. 30, 2029

Signature of Notary Public
Date Commission Expires: September 30, 2029
Glenn Ryan Custodio Tapawan
Printed Name of Notary

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Michelle Anne McMahon, Jonathan Gleason, Doritza Mojica, Connor Wolpert, Kieran Moran, Ashley Alexis, Malerie Janet Williams

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of October, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 22nd day of October, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29th day of January 20 26

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On January 30, 2026, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon Buckenmeyer (SEAL)

SHARON BUCKENMEYER
Notary Public - California
Placer County
Commission # 2535355
My Comm. Expires Nov 10, 2029

JEN CALIFORNIA 24

JEN CALIFORNIA 24, LLC (916) 778-0008 tel
1478 Stone Point Drive, Suite 100
Roseville, CA 95661

SP Mann, P.E.
Senior Engineer
Community Development Department
City of Lincoln
600 6th Street
Lincoln, CA 95648

Dear Mr. Mann,

Please accept this letter as confirmation that JEN California 24 LLC will perform all frontage landscape maintenance on Joiner Ranch East Phase 1 Lots A, B and E prior to the City's acceptance of title in fee of Lots A and B.

JEN California 24 LLC acknowledges the City of Lincoln will require a standard warranty bond upon acceptance of the frontage landscaping in Lots A, B and E.

Thank you,



John Jewett
JEN California 24, LLC

c.c. Kate Hart, Vin Cay, Michael Durkee

STAFF REPORT

Item Number 12.E

SUBJECT:	Adopt a Resolution Authorization the City Manager to Execute an Accommodation Recording Agreement for Acceptance of Landscaped Parcels (APNs 009-160-069-0000 and 009-160-068-0000). (Matthew Medill)
SUBMITTED BY:	Matthew Medill
DEPARTMENT:	Public Works
DATE:	February 24, 2026

STAFF RECOMMENDATION:

Staff recommend that the City Council adopt a resolution authorizing the City Manager to execute an agreement with First American Title Company for Assessor's Parcel Numbers (APNs) 009-160-069-0000 and 009-160-068-0000, and to take all related actions necessary to record the associated Quit Claim Deeds and formally accept ownership of the landscaped parcels currently maintained by the City of Lincoln.

BACKGROUND/INTRODUCTION:

The City of Lincoln currently performs landscape maintenance on certain parcels that, while functioning as public improvements, have not yet been formally conveyed to the City. Please see Attachment A for the parcel locations of the landscape parcels fronting Ferrari Ranch Road and Sorrento Parkway.

Signature Homes originally developed this community and placed these parcels (common areas/open space) under a now-dissolved limited liability company (LLC). In developments like this, such parcels are typically transferred either to a homeowner's association (HOA) or to the City. Since no HOA exists for this community, the parcels must be conveyed to the City to ensure accurate public records and clear ownership.

City staff are actively working to complete the formal transfer of these parcels into City ownership. This step will:

- Confirm the City's responsibility for long-term maintenance,
- Eliminate any ambiguity in the chain of title,
- Ensure the ownership is properly documented in official public real property records.

This process promotes transparency, protects community interests, and aligns with standard practices for subdivisions without an HOA.

As part of this process, Quit Claim Deeds are required to be recorded with the Placer County

Recorder to document the City's ownership interest in APNs 009-160-069-0000 and 009-160-068-0000. To facilitate this recording, the City has prepared an Accommodation Recording Agreement with First American Title Company. This agreement allows the title company to submit the Quit Claim Deeds to the County Recorder strictly as a courier, without assuming responsibility for the substance or legal effect of the documents.

FINDINGS/ANALYSIS:

The Accommodation Recording Agreement is a standard administrative instrument used when a title company assists with document recording without acting as a title insurer, escrow agent, or closing agent. Under the agreement, First American Title Company agrees to submit the Quit Claim Deeds for APNs 009-160-069-0000 and 009-160-068-0000 to the Placer County Recorder as a courtesy only and expressly disclaims any review of the documents for accuracy, completeness, or effect on title.

The agreement places full responsibility for the content, validity, and legal effect of the Quit Claim Deeds on the City of Lincoln. The City also assumes responsibility for all recording fees and agrees to indemnify and hold the title company harmless from any claims or liabilities arising from the recording of the deeds. These provisions are typical and ensure that the title company's role is limited strictly to document delivery.

Recording the Quit Claim Deeds will formally establish City ownership of landscaped parcels that the City already maintains. This action provides clarity regarding ownership, reduces potential future disputes, and aligns legal records with current operational responsibilities. No changes to existing maintenance practices are anticipated as a result of this action.

Consequently, authorizing the City Manager to execute the Accommodation Recording Agreement for APNs 009-160-069-0000 and 009-160-068-0000, and to complete the recording of the associated Quit Claim Deeds, will allow the City of Lincoln to formally accept ownership of landscaped parcels already maintained by the City. This action ensures that public records accurately reflect ownership, supports long-term asset management, and formalizes the City's role as owner and maintainer of these properties.

LEVINE ACT COMPLIANCE:

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Lincoln that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officer totaling more than $500 within the 12 months before the City decision.

This matter does not implicate the disclosure requirements of the Levine Act.

FISCAL IMPACT:

There is no significant fiscal impact to the City of Lincoln for processing and recordation of the quit claim documents; expenses will be limited to minor administrative costs and minimal recording fees. All costs associated with maintaining the landscaping are already included in the budget. `

ATTACHMENTS:

Attachment A Parcel Location Figures.pdf

Attachment B Title Report 009-160-069-000 Lincoln, CA.PDF

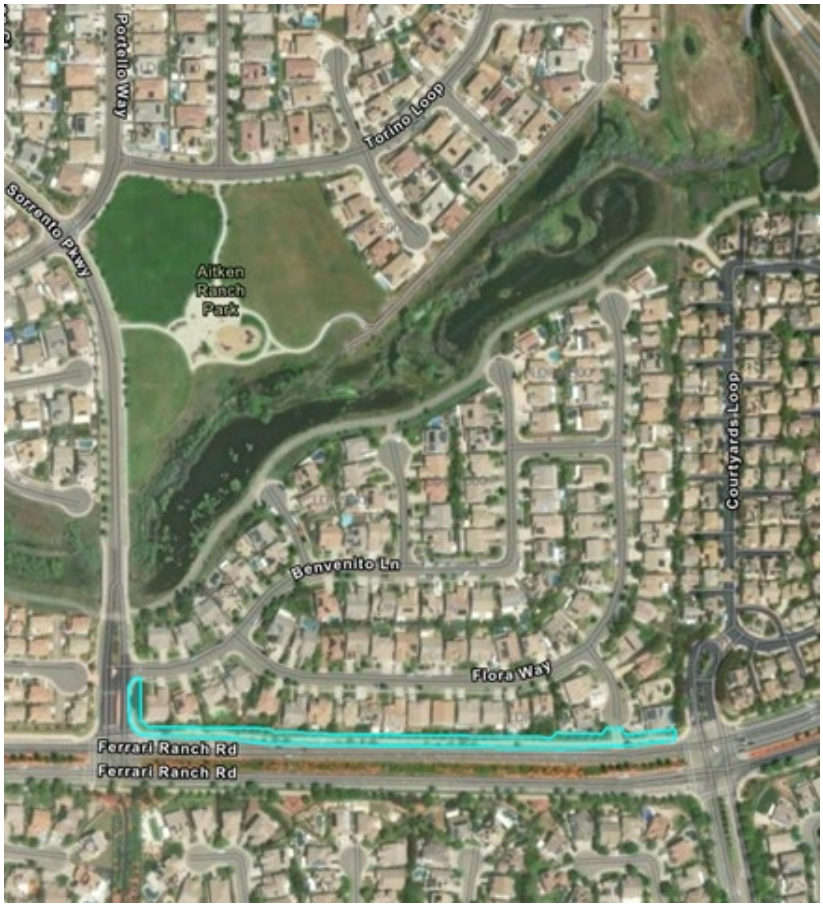
Attachment C Title Report 009-160-068-000 Lincoln CA.PDF

Attachment D Accomodation Recording Agreement_File 7329985.pdf

Attachment E Accomodation Recording Agreement_File 7336613.pdf

Resolution.docx

APN 009-160-068



APN 008-160-069



First American Title™

First American Title Company

3400 Douglas Blvd, Ste 130
Roseville, CA 95661
California Department of Insurance License No. 2549-4

Signature Homes (Oakbriar)
Phone:
Customer Reference:

Title Officer:	Clarissa Lawson
Phone:	(925)225-2682
Fax No.:	
E-Mail:	cllawson@firstam.com
Buyer:	City of Lincoln
Owner:	Signature at Sorrento, LLC
Property:	009-160-069-000 Lincoln, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 22, 2025 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

SIGNATURE AT SORRENTO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.

2. All taxes - secured, supplemental, defaulted, escaped and including bonds and assessments are not available at this time. Please verify any/all tax amounts and assessment information with the County Tax Collector prior to the close of the contemplated transaction.

3. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2005-1 (Sorrento Project), as disclosed by Notice of Special Tax Lien recorded June 16, 2005 as Instrument No. 2005-077466 of Official Records.

4. The land lies within the boundaries of proposed community facilities District No. 1, as disclosed by a map filed May 05, 2006 in Book 2, Page 13-10 of maps of assessment and community facilities district, recorded in Instrument No. 2006-048800 of official records.

5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

6. An easement for Railroad track and incidental purposes, recorded October 30, 1866 as Book N, Page 100 of Official Records.
   In Favor of: California Central Railroad Company
   Affects: the East half of the Southwest quarter of Section 21

   The location of the easement cannot be determined from record information.

   Terms and provisions contained in the above document.

7. An easement for Poleline and incidental purposes, recorded September 16, 1930 as Book 287, Page 398 of Official Records.
   In Favor of: Pacific Gas and Electric company
   Affects: as described therein

   Terms and provisions contained in the above document.

8. An easement for cable line, junction boxes, manholes and incidental purposes, recorded January 03, 1963 as Book 946, Page 330 of Official Records.
   In Favor of: United States of America
   Affects: a Southerly Portion of Land

   The location of the easement cannot be determined from record information.

9. The terms and provisions contained in the document entitled "Development Agreement by and between the City of Lincoln and CSY Lincoln Crossing, L.P., relative to the Development known as Lincoln Crossing" recorded January 28, 2000 as Instrument No. 2000-005438 of Official Records.

   Document(s) declaring modifications thereof recorded November 21, 2003 as Instrument No. 2003-197185 of Official Records.

   Document(s) declaring modifications thereof recorded January 29, 2013 as Instrument No. 2013-009252 of Official Records.

10. The terms, provisions and easement(s) contained in the document entitled "Memorandum of Easement Agreement" recorded March 06, 2003 as Instrument No. 2003-033594 of Official Records.

    The location of the easement cannot be determined from record information.

11. The terms and provisions contained in the document entitled "Resolution No. 2004-150" recorded September 21, 2004 as Instrument No. 2004-125000 of Official Records.

12. The terms and provisions contained in the document entitled "Development Agreement" recorded September 21, 2004 as Instrument No. 2004-125001 of Official Records.

    Document(s) declaring modifications thereof recorded July 06, 2011 as Instrument No. 2011-051999 of Official Records.

The terms and provisions contained in the document entitled "Transfer Agreement (Development Agreement)" recorded January 14, 2013 as Instrument No. 2013-003912 of Official Records.

Document(s) declaring modifications thereof recorded August 30, 2013 as Instrument No. 2013-086518 of Official Records.

Document(s) declaring modifications thereof recorded December 16, 2015 as Instrument No. 2015-108039 of Official Records.

Document(s) declaring modifications thereof recorded November 02, 2016 as Instrument No. 2016-095188 of Official Records.

13. An easement shown or dedicated on the Map as referred to in the legal description

For: Public utility and Landscape and incidental purposes.

14. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: 1. Conditions and approvals set forth per Tentative map and specific Development plans by the City of Lincoln on March 23, 2004 per City council resolution Nos. 2004-63, 2004-64 and 2004-65.

2. The following portions of the Conditions of approval require disclosure notices to the lot purchasers prior to transfer of ownership of lots:

4. The applicant where applicable shall include information to purchasers indicating that natural drainage will create sheet flow drainage conditions between adjacent lots. The language shall be coordinated with the Public Works Department.

53. In the event on H.O.A. (Home Owner's Association) is utilized and prior to recordation of a small lot final map, and where applicable, the landowner shall record, at its expense, a Declaration of Covenants, conditions and restrictions to the satisfaction of the City attorney and Director of community development. The Project CC&R's may include:
• Indemnity and maintenance provisions.
• Provisions for insurance
• Provisions for ongoing existence of H.O.A.

54. The Applicant to provide notification to land purchasers that the matter of view-sheds and the protection of view-shed interests is a private civil matter not regulated by the City of Lincoln.

3. The following portions of the Conditions of Approval and to be followed by the applicant and/or project contractors:

6. In the event the project utilizes private Covenants, Conditions & Restrictions a copy of the Covenants, Conditions and Restrictions (CC&R's) shall be provided by the applicant to the Community Development department and City Attorney for review and approval prior to the recordation of small lot final maps.

15. Re-vegetation and landscaping plans for landscaped corridors/landscaped medians, and improved open space (except wetlands) shall incorporate to the extent determined feasible by the City water conserving landscaping. A complete set of plans shall be submitted to the City for approval prior to any under-grounding work starting for each phase of development. The project will be required to incorporate the use of reclaimed water into the irrigation plans for these areas. Re-

vegetation and landscaping plans for landscaped corridors/landscaped medians (not wetlands) and specifications shall be prepared by a registered architect and approved by the Community Development Department and the Director of Public Works. These plans shall include all onsite landscaping specifications and details (i.e., species lists, irrigation plans, with backflow devices for potable water uses, stabilization measures for cut and fill slopes, soil preparation methods etc.). In instances where reclaimed water is used, the piping and design specifications shall be standards approved by the Director of Public Works. To the extent feasible the plan should blend the project into its natural environment and reflect a design, which is sensitive to water conservation, fire hazards, wildlife and view-sheds. The project will be required to install a reclaimed water pipe system in accordance with the requirements of the Department of Public Works.

16. Trees not scheduled for removal adjacent to construction areas shall be temporarily fenced around their drip lines to prevent inadvertent damage during construction activity. Planted and retained trees, (except those referred to in Condition No. ____), shall be monitored for a period of time determined appropriate by the City (not to exceed five years) to ensure the success of mitigation. This monitoring can be accomplished in conjunction with monitoring of mitigation for loss of other significant plan communities on-site.

48. Finished exterior grades shall be sloped away from foundations to provide removal of surface water runoff away from structures. All building pads shall be provided with drainage away from foundations and to a properly controlled discharge system. No surface runoff should be allowed to flow from the pad over on unprotected slope.

49. Terraced lots should avoid uncontrolled discharge of surface water runoff onto adjoining lots. During construction of pods or dwellings the Department of Community Development and Department of Public Works will review the project for compliance with this requirement.

68. The development of any residential dwelling units shall be subject to the review and approval process of design review as set forth in the City's Municipal Code.

77. The project shall be annexed to the City's Lighting & Landscaping District with the recordation of final maps. The proposed assessments for the parcels identified in the maps shall be assessed annually in accordance with the projects "area of benefit formula" found in the City Engineer's Report; which will include, to the extent allowed by law, a yearly adjustment for increases for inflation based on the consumer price index for the san Francisco – Oakland area.

85. The project to comply with all provisions of the City's Cross control and backflow prevention Ordinance.

86. All contractors are required to deliver all construction related refuses collected in debris boxes to the Western Placer Waste Management Authority Material Recovery Facility. The City reserves the right to require that a franchise agreement be approved with any refuse handler at any time during the construction process.

89. The developer shall form or annex to a Drainage Maintenance assessment district to provide for the project's proportionate share of annual maintenance and operation costs of the city's retention facilities. The projects share of the annual maintenance and operation costs shall be defined in the development agreement.

4. The following lots require a sewer backflow prevention valve on the sanitary sewer connection: None.

5. All rights, if any, of the owner's of the Lots shown hereon in and to the adjoining Open space Lot "B" have been Relinquished by the owner in the owner's statement hereon.

15. The terms and provisions contained in the document entitled "Resolution No. 2004-253" recorded December 28, 2004 as Instrument No. 2004-173899 of Official Records.

16. The terms and provisions contained in the document entitled "Subdivision Agreement" recorded December 28, 2004 as Instrument No. 2004-173900 of Official Records.

17. An easement for communication purposes, together with adequate protection therefor, and also a right of way and incidental purposes, recorded August 05, 2005 as Instrument No. 2005-103505 of Official Records.

In Favor of:	Pacific Gas and Electric Company, a California corporation
Affects:	as described therein

Terms and provisions contained in the above document.

18. The terms and provisions contained in the document entitled "Community Facilities District Escrow Deposit Agreement" recorded August 11, 2005 as Instrument No. 2005-106684 of Official Records.

19. A Deed of Trust to secure an original indebtedness of $12,150,000.00 recorded November 21, 2006 as Instrument No. 2006-125431 of Official Records.

Dated:	October 26, 2006
Trustor:	Signature at Sorrento, LLC, a California limited liability company
Trustee:	American Securities Company, a California corporation
Beneficiary:	Wells Fargo Bank, National Association
Affects:	The land and other property.

The above deed of trust states that it is a construction deed of trust.

The above deed of trust states that it secures an equity line/revolving line of credit.

A document recorded November 26, 2008 as Instrument No. 2008-092008 of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

A document recorded July 15, 2010 as Instrument No. 2010-053292 of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

20. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a document recorded November 21, 2006 as Instrument No. 2006-125431 of Official Records.

21. Water rights, claims or title to water, whether or not shown by the Public Records.

22. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.

23. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

24. With respect to SIGNATURE AT SORRENTO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:
    a. A copy of its operating agreement or similar document and any amendments thereto;
    b. A official copy of its articles of organization or similar incorporation document and any corrections, amendments or restatements thereto;
    c. Evidence that the limited liability company is properly formed and is in good standing in the state of its domicile;
    d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

25. With respect to SIGNATURE AT SORRENTO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, a certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

3. It appears that a work of improvement is in progress or recently completed on the land. The Company will require various documents and information, including but not limited to a completed mechanics' lien risk analysis, construction contract(s), lien waivers, loan agreement, disbursement information, executed indemnity agreement and current financial information from proposed indemnitors, in order to determine whether mechanics' lien insurance can be issued. Other requirements may be made following the review of such documents and information.

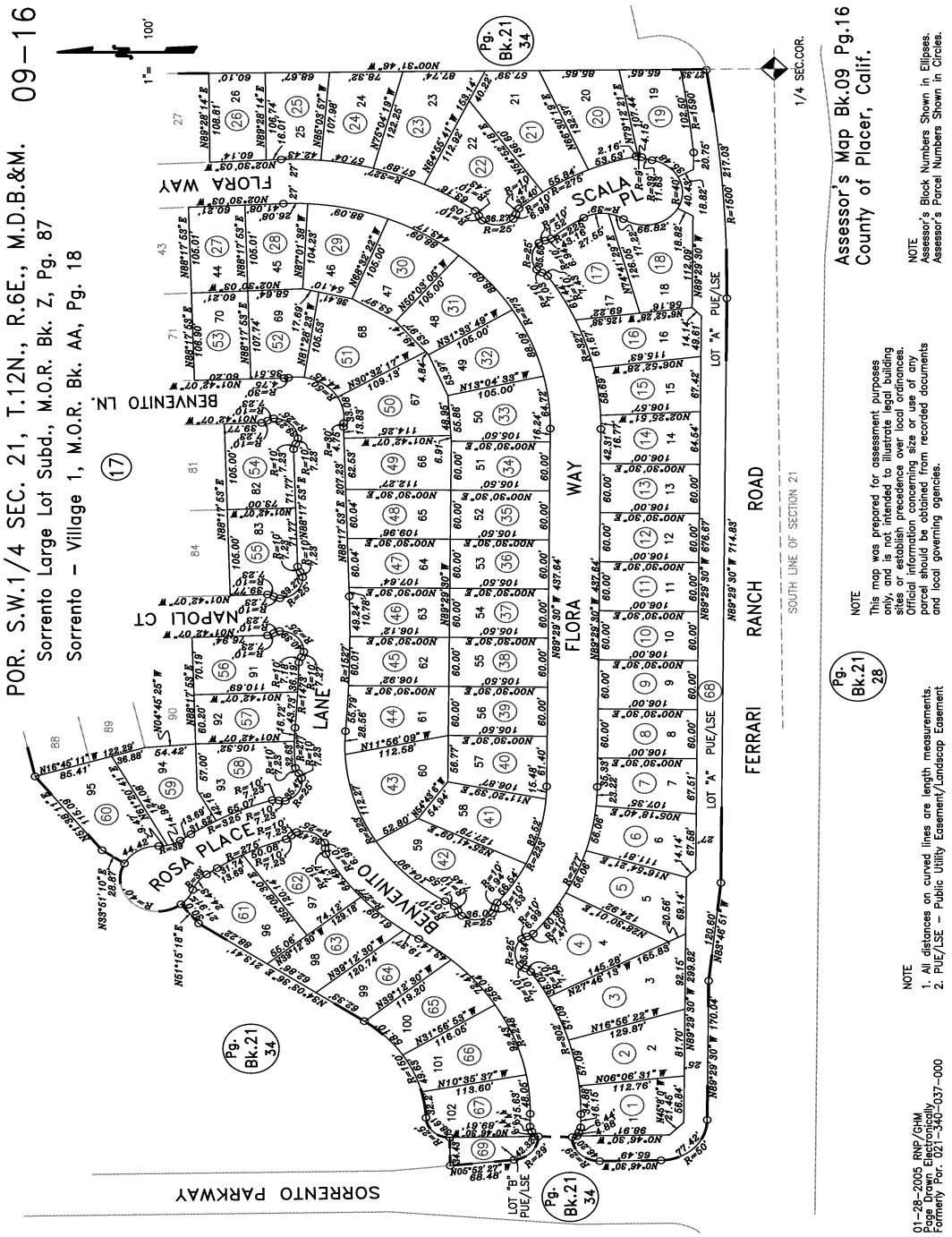
The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Lot B, as shown on the "FINAL MAP NO. 2004-253, SORRENTO - VILLAGE 1," filed December 28, 2004, in Book "AA" of Maps, Page 18.

APN: 009-160-069-000


POR. S.W.1/4 SEC. 21, T.12N., R.6E., M.D.B.&M.
Sorrento Large Lot Subd., M.O.R. Bk. Z, Pg. 87
Sorrento - Village 1, M.O.R. Bk. AA, Pg. 18
09-16
1"= 100'
Assessor's Map Bk.09 Pg.16
County of Placer, Calif.
FLORA WAY
SCALA PL.
BENVENITO LN.
NAPOLI CT
LANE
ROSA PLACE
BENVENITO WAY
FLORA RANCH ROAD
FERRARI
SORRENTO PARKWAY
SOUTH LINE OF SECTION 21
1/4 SEC.COR.
Pg. Bk.21 34
Pg. Bk.21 28
LOT "A" PUE/LSE
LOT "B" PUE/LSE
NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.
NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
NOTE
1. All distances on curved lines are length measurements.
2. PUE/LSE - Public Utility Easement/Landscap Easement
01-28-2005 RNP/GHM
Page Drawn Electronically
Formerly Par. 021-340-037-000

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or $2,500 (whichever is less)	$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Updated

First American Title™

First American Title Company

3400 Douglas Blvd, Ste 130
Roseville, CA 95661
California Department of Insurance License No. 2549-4

Signature Homes (Oakbriar)
Phone:
Customer Reference:

Title Officer:	Clarissa Lawson
Phone:	(925)225-2682
Fax No.:	
E-Mail:	cllawson@firstam.com
Buyer:	City of Lincoln
Owner:	Signature at Sorrento LLC
Property:	Lincoln, CA 95648

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties*. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 27, 2025 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

SIGNATURE AT SORRENTO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. All taxes - secured, supplemental, defaulted, escaped and including bonds and assessments are not available at this time. Please verify any/all tax amounts and assessment information with the County Tax Collector prior to the close of the contemplated transaction.

2. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2005-1 (Sorrento Project), as disclosed by Notice of Special Tax Lien recorded June 16, 2005 as Instrument No. 2005-077466 of Official Records.

3. The land lies within the boundaries of proposed community facilities District No. 1, as disclosed by a map filed May 05, 2006 in Book 2, Page 13-10 of maps of assessment and community facilities district, recorded in Instrument No. 2006-048800 of official records.

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

5. An easement for Railroad track and incidental purposes, recorded October 30, 1866 as Book N, Page 100 of Official Records.
   In Favor of: California Central Railroad Company
   Affects: the East half of the Southwest quarter of Section 21

The location of the easement cannot be determined from record information.

Terms and provisions contained in the above document.

6. An easement for Poleline and incidental purposes, recorded September 16, 1930 as Book 287, Page 398 of Official Records.
In Favor of: Pacific Gas and Electric company
Affects: as described therein

Terms and provisions contained in the above document.

7. An easement for cable line, junction boxes, manholes and incidental purposes, recorded January 03, 1963 as Book 946, Page 330 of Official Records.
In Favor of: United States of America
Affects: a Southerly Portion of Land

The location of the easement cannot be determined from record information.

8. The terms and provisions contained in the document entitled "Development Agreement by and between the City of Lincoln and CSY Lincoln Crossing, L.P., relative to the Development known as Lincoln Crossing" recorded January 28, 2000 as Instrument No. 2000-005438 of Official Records.

Document(s) declaring modifications thereof recorded November 21, 2003 as Instrument No. 2003-197185 of Official Records.

Document(s) declaring modifications thereof recorded January 29, 2013 as Instrument No. 2013-009252 of Official Records.

9. The terms, provisions and easement(s) contained in the document entitled "Memorandum of Easement Agreement" recorded March 06, 2003 as Instrument No. 2003-033594 of Official Records.

The location of the easement cannot be determined from record information.

10. An easement for Public utility and incidental purposes, recorded August 07, 2003 as Instrument No. 2003-131630 of Official Records.
In Favor of: City of Lincoln, a municipal corporation
Affects: as described therein

Terms and provisions contained in the above document.

11. The terms and provisions contained in the document entitled "Resolution No. 2004-150" recorded September 21, 2004 as Instrument No. 2004-125000 of Official Records.

12. The terms and provisions contained in the document entitled "Development Agreement" recorded September 21, 2004 as Instrument No. 2004-125001 of Official Records.

Document(s) declaring modifications thereof recorded July 06, 2011 as Instrument No. 2011-051999 of Official Records.

The terms and provisions contained in the document entitled "Transfer Agreement (Development Agreement)" recorded January 14, 2013 as Instrument No. 2013-003912 of Official Records.

Document(s) declaring modifications thereof recorded August 30, 2013 as Instrument No. 2013-086518 of Official Records.

Document(s) declaring modifications thereof recorded December 16, 2015 as Instrument No. 2015-108039 of Official Records.

Document(s) declaring modifications thereof recorded November 02, 2016 as Instrument No. 2016-095188 of Official Records.

13. An easement shown or dedicated on the Map as referred to in the legal description

For: Public utility and Landscape and incidental purposes.

14. An easement shown or dedicated on the Map as referred to in the legal description

For: Emergency vehicle access and incidental purposes.

(Affects Lot A)

15. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: 1. Conditions and approvals set forth per Tentative map and specific Development plans by the City of Lincoln on March 23, 2004 per City council resolution Nos. 2004-63, 2004-64 and 2004-65.

2. The following portions of the Conditions of approval require disclosure notices to the lot purchasers prior to transfer of ownership of lots:

4. The applicant where applicable shall include information to purchasers indicating that natural drainage will create sheet flow drainage conditions between adjacent lots. The language shall be coordinated with the Public Works Department.

53. In the event on H.O.A. (Home Owner's Association) is utilized and prior to recordation of a small lot final map, and where applicable, the landowner shall record, at its expense, a Declaration of Covenants, conditions and restrictions to the satisfaction of the City attorney and Director of community development. The Project CC&R's may include:
• Indemnity and maintenance provisions.
• Provisions for insurance
• Provisions for ongoing existence of H.O.A.

54. The Applicant to provide notification to land purchasers that the matter of view-sheds and the protection of view-shed interests is a private civil matter not regulated by the City of Lincoln.

3. The following portions of the Conditions of Approval and to be followed by the applicant and/or project contractors:

6. In the event the project utilizes private Covenants, Conditions & Restrictions a copy of the Covenants, Conditions and Restrictions (CC&R's) shall be provided by the applicant to the Community Development department and City Attorney for review and approval prior to the recordation of small lot final maps.

15. Re-vegetation and landscaping plans for landscaped corridors/landscaped medians, and improved open space (except wetlands) shall incorporate to the extent determined feasible by the City water conserving landscaping. A complete set of plans shall be submitted to the City for approval prior to any under-grounding work starting for each phase of development. The project will be required to incorporate the use of reclaimed water into the irrigation plans for these areas. Re-vegetation and landscaping plans for landscaped corridors/landscaped medians (not wetlands) and specifications shall be prepared by a registered architect and approved by the Community Development Department and the Director of Public Works. These plans shall include all onsite landscaping specifications and details (i.e., species lists, irrigation plans, with backflow devices for potable water uses, stabilization measures for cut and fill slopes, soil preparation methods etc.). In instances where reclaimed water is used, the piping and design specifications shall be standards approved by the Director of Public Works. To the extent feasible the plan should blend the project into its natural environment and reflect a design, which is sensitive to water conservation, fire hazards, wildlife and view-sheds. The project will be required to install a reclaimed water pipe system in accordance with the requirements of the Department of Public Works.

16. Trees not scheduled for removal adjacent to construction areas shall be temporarily fenced around their drip lines to prevent inadvertent damage during construction activity. Planted and retained trees, (except those referred to in Condition No. ____), shall be monitored for a period of time determined appropriate by the City (not to exceed five years) to ensure the success of mitigation. This monitoring can be accomplished in conjunction with monitoring of mitigation for loss of other significant plan communities on-site.

48. Finished exterior grades shall be sloped away from foundations to provide removal of surface water runoff away from structures. All building pads shall be provided with drainage away from foundations and to a properly controlled discharge system. No surface runoff should be allowed to flow from the pad over on unprotected slope.

49. Terraced lots should avoid uncontrolled discharge of surface water runoff onto adjoining lots. During construction of pods or dwellings the Department of Community Development and Department of Public Works will review the project for compliance with this requirement.

68. The development of any residential dwelling units shall be subject to the review and approval process of design review as set forth in the City's Municipal Code.

77. The project shall be annexed to the City's Lighting & Landscaping District with the recordation of final maps. The proposed assessments for the parcels identified in the maps shall be assessed annually in accordance with the projects "area of benefit formula" found in the City Engineer's Report; which will include, to the extent allowed by law, a yearly adjustment for increases for inflation based on the consumer price index for the san Francisco – Oakland area.

85. The project to comply with all provisions of the City's Cross control and backflow prevention Ordinance.

86. All contractors are required to deliver all construction related refuses collected in debris boxes to the Western Placer Waste Management Authority Material Recovery Facility. The City reserves the right to require that a franchise agreement be approved with any refuse handler at any time during the construction process.

89. The developer shall form or annex to a Drainage Maintenance assessment district to provide for the project's proportionate share of annual maintenance and operation costs of the city's retention facilities. The projects share of the annual maintenance and operation costs shall be defined in the development agreement.

4. The following lots require a sewer backflow prevention valve on the sanitary sewer connection: None.

5. All rights, if any, of the owner's of the Lots shown hereon in and to the adjoining Open space Lot "B" have been Relinquished by the owner in the owner's statement hereon.

16. The terms and provisions contained in the document entitled "Resolution No. 2004-253" recorded December 28, 2004 as Instrument No. 2004-173899 of Official Records.

17. The terms and provisions contained in the document entitled "Subdivision Agreement" recorded December 28, 2004 as Instrument No. 2004-173900 of Official Records.

18. An easement for communication purposes, together with adequate protection therefor, and also a right of way and incidental purposes, recorded August 05, 2005 as Instrument No. 2005-103505 of Official Records.

In Favor of:	Pacific Gas and Electric Company, a California corporation
Affects:	as described therein

Terms and provisions contained in the above document.

19. The terms and provisions contained in the document entitled "Community Facilities District Escrow Deposit Agreement" recorded August 11, 2005 as Instrument No. 2005-106684 of Official Records.

20. A Deed of Trust to secure an original indebtedness of $12,150,000.00 recorded November 21, 2006 as Instrument No. 2006-125431 of Official Records.

Dated:	October 26, 2006
Trustor:	Signature at Sorrento, LLC, a California limited liability company
Trustee:	American Securities Company, a California corporation
Beneficiary:	Wells Fargo Bank, National Association
Affects:	The land and other property.

The above deed of trust states that it is a construction deed of trust.

The above deed of trust states that it secures an equity line/revolving line of credit.

A document recorded November 26, 2008 as Instrument No. 2008-092008 of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

A document recorded July 15, 2010 as Instrument No. 2010-053292 of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

21. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a document recorded November 21, 2006 as Instrument No. 2006-125431 of Official Records.

22. Water rights, claims or title to water, whether or not shown by the Public Records.

23. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.

24. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

25. With respect to SIGNATURE AT SORRENTO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:
    a. A copy of its operating agreement or similar document and any amendments thereto;
    b. A official copy of its articles of organization or similar incorporation document and any corrections, amendments or restatements thereto;
    c. Evidence that the limited liability company is properly formed and is in good standing in the state of its domicile;
    d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

26. With respect to SIGNATURE AT SORRENTO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, a certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

3. It appears that a work of improvement is in progress or recently completed on the land. The Company will require various documents and information, including but not limited to a completed mechanics' lien risk analysis, construction contract(s), lien waivers, loan agreement, disbursement information, executed indemnity agreement and current financial information from proposed indemnitors, in order to determine whether mechanics' lien insurance can be issued. Other requirements may be made following the review of such documents and information.

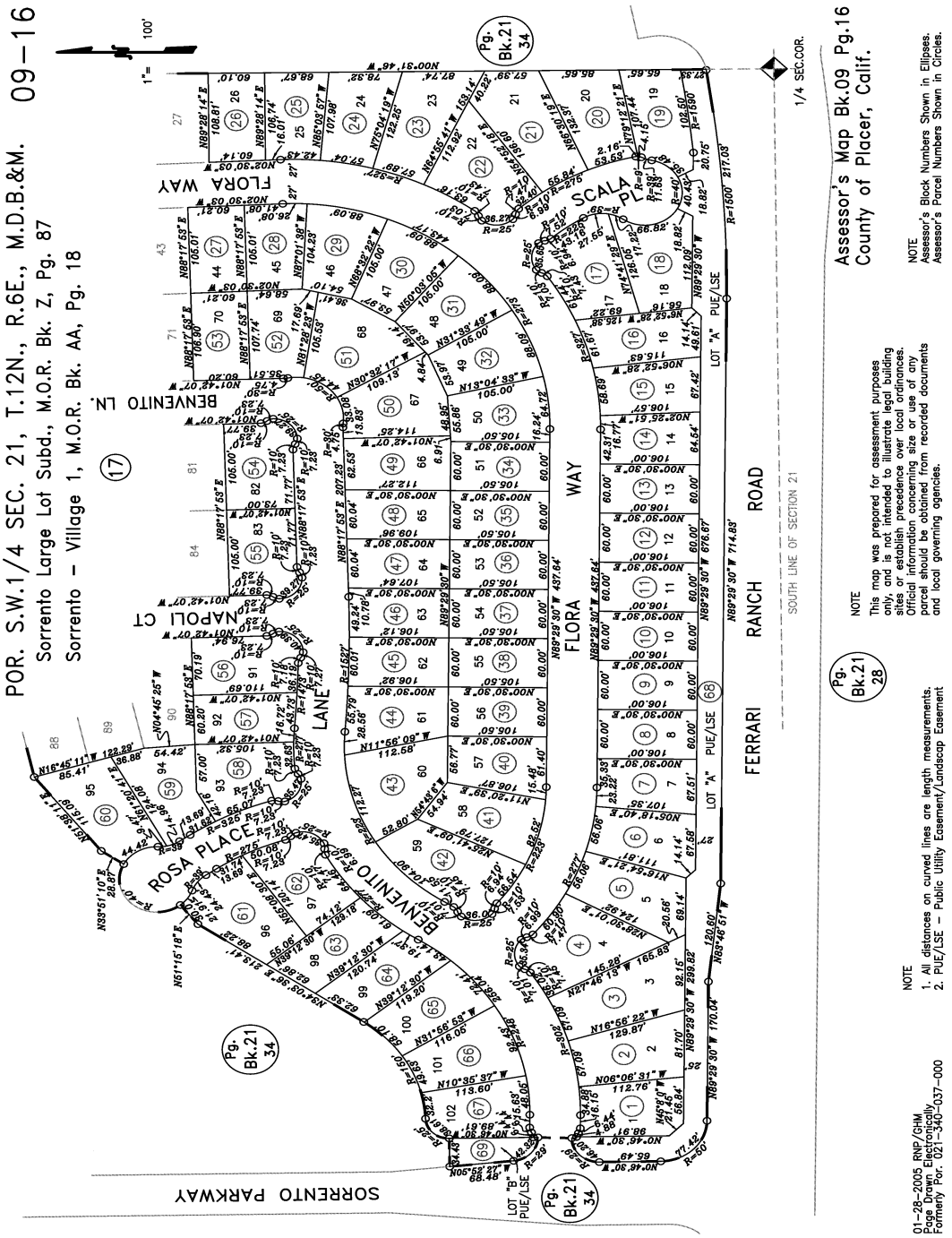
The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Lot A, as shown on the "FINAL MAP NO. 2004-253, SORRENTO - VILLAGE 1," filed December 28, 2004, in Book "AA" of Maps, Page 18.

APN(S): 009-160-068-000


POR. S.W.1/4 SEC. 21, T.12N., R.6E., M.D.B.&M.
Sorrento Large Lot Subd., M.O.R. Bk. Z, Pg. 87
Sorrento - Village 1, M.O.R. Bk. AA, Pg. 18
09-16
1"= 100'
Assessor's Map Bk.09 Pg.16
County of Placer, Calif.
1/4 SEC.COR.
SOUTH LINE OF SECTION 21
FLORA WAY
SCALA PL.
BENVENITO LN.
NAPOLI CT
LANE
ROSA PLACE
BENVENITO WAY
FERRARI RANCH ROAD
SORRENTO PARKWAY
LOT "A" PUE/LSE
LOT "B" PUE/LSE
Pg. Bk.21 34
Pg. Bk.21 28
NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.
NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
NOTE
1. All distances on curved lines are length measurements.
2. PUE/LSE - Public Utility Easement/Landscap Easement
01-28-2005 RNP/GHM
Page Drawn Electronically
Formerly Por. 021-340-037-000

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or $2,500 (whichever is less)	$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

First American Title™

First American Title Company
3400 Douglas Blvd, Ste 130
Roseville, California 95661
Ph - (925)225-2682
Fx -

ACCOMMODATION RECORDING AGREEMENT

This Accommodation Recording Agreement (this "Agreement") is made as of this Thirty-first day of October, 2025, by and among First American Title Company ("Accommodator") and City of Lincoln, a ("Requesting Party").

1. Requesting Party desires to record the documents itemized below (the "Documents") in the real property records of the County/Parish of Placer, State/Commonwealth of California (the "Public Records") by means of submitting the documents to (the "Recorder"). The Documents are: Grant Deed.

2. Requesting Party is asking Accommodator to serve only as courier to assist in Requesting Party's recording of the Documents in the Public Records, and Accommodator is willing to do so, but only on the terms and conditions contained in this Agreement. Accommodator is not receiving any direct or indirect benefit from serving as courier, and would not have agreed to serve as courier but for the existence and enforceability of this Agreement.

3. Accommodator has not reviewed and will not review the Documents, whether for content, correctness, completeness, recordability, or otherwise. Accommodator has not searched or examined and will not search or examine title to any property, nor has Accommodator made any representation regarding any interest in property that could be affected by the Documents or the effect (if any) that the Documents may have. Requesting Party assumes sole responsibility for the existence and effect (if any) of the Documents, the effect (if any) of recording or not recording the Documents in the Public Records, and the risk of all defects, liens, encumbrances, adverse claims or other matters affecting title to any property that could be affected by the Documents.

4. Accommodator is not acting as title insurer, escrow agent, or closing agent with regard to the Documents, and Accommodator will not be deemed to possess any actual, implied, or imputed knowledge of the content of the Documents or the effect (if any) that they may have. Accommodator has no duty to protect anyone from the effect or lack of effect of the Documents or their recording or lack of recording in the Public Records.

5. Requesting Party represents and warrants to Accommodator that the Documents are not a disparagement or slander of any title, and that the Documents are not being recorded for the purpose of harassment or for any fraudulent or unlawful purpose. Requesting Party authorizes Accommodator to place the following language, or language substantially similar thereto, upon the face of the Documents prior to recordation:

> Accommodator submits this document for recordation as a courtesy, for physical convenience only. Accommodator has not examined this document for its validity, sufficiency, or effect, if any, upon title to the real property described herein.

6. Accommodator will submit the Documents to the Recorder as a courtesy. Requesting Party has sole responsibility for paying any fees, charges, or taxes (including but not limited to intangible taxes, excise taxes, and similar obligations) that may be associated with recording the Documents in the Public Records, and Requesting Party has provided Accommodator with payment for any such fees, charges, or taxes contemporaneous with its execution of this Agreement. Requesting Party agrees to reimburse Accommodator for

any fees, charges, or taxes that Accommodator may advance on Requesting Party's behalf with regard to the recording of the Documents.

7. Accommodator agrees that (i) if it acquires actual knowledge that the Recorder has rejected the Documents for recording in the Public Records, Accommodator will give notice of such fact to Requesting Party, and (ii) if the Documents are returned to Accommodator's possession, Accommodator will return the Documents to Requesting Party; however, Accommodator assumes no other duties or obligations with respect to the Documents or any action that the Recorder may or may not take with respect to the Documents.

8. Requesting Party indemnifies and holds Accommodator harmless from and against any and all loss, cost, or damage (including but not limited to reasonable attorneys' fees actually incurred through all levels of trial and appeal) arising out of or resulting from Accommodator's gratuitously assisting Requesting Party with the recording of the Documents in the Public Records.

9. This Agreement constitutes the entire agreement between Accommodator and Requesting Party with regard to the recording of the Documents in the Public Records. Any modifications or amendments hereto must be in writing and signed by both parties. There are no third-party beneficiaries to this Agreement. Accommodator and Requesting Party each respectively represent to the other that the execution, delivery, and performance of this Agreement has been duly approved by all necessary actions. Accommodator and Requesting Party each respectively represent to the other that the person executing this Agreement on such party's behalf has full right, power, and authority to bind such party.

IN WITNESS WHEREOF, each of Requesting Party and Accommodator has executed this Agreement as of the date first set forth above.

Accommodator:
First American Title Company

_____
Clarissa Lawson, Title Officer

Requesting Party:

City of Lincoln, a Municipal Corporation

_____
By: Sean Scully
Title: City Manager

Requesting Party contact:

Address: 600 6th Street, Lincoln, CA 95648

Phone: _____

Email address: _____

First American Title™

First American Title Company
3400 Douglas Blvd, Ste 130
Roseville, California 95661
Ph - (925)225-2682
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ACCOMMODATION RECORDING AGREEMENT

This Accommodation Recording Agreement (this "Agreement") is made as of this Thirty-first day of October, 2025, by and among First American Title Company ("Accommodator") and City of Lincoln , a ("Requesting Party").

1. Requesting Party desires to record the documents itemized below (the "Documents") in the real property records of the County/Parish of Placer, State/Commonwealth of California (the "Public Records") by means of submitting the documents to (the "Recorder"). The Documents are: Quit Claim Deed .

2. Requesting Party is asking Accommodator to serve only as courier to assist in Requesting Party's recording of the Documents in the Public Records, and Accommodator is willing to do so, but only on the terms and conditions contained in this Agreement. Accommodator is not receiving any direct or indirect benefit from serving as courier, and would not have agreed to serve as courier but for the existence and enforceability of this Agreement.

3. Accommodator has not reviewed and will not review the Documents, whether for content, correctness, completeness, recordability, or otherwise. Accommodator has not searched or examined and will not search or examine title to any property, nor has Accommodator made any representation regarding any interest in property that could be affected by the Documents or the effect (if any) that the Documents may have. Requesting Party assumes sole responsibility for the existence and effect (if any) of the Documents, the effect (if any) of recording or not recording the Documents in the Public Records, and the risk of all defects, liens, encumbrances, adverse claims or other matters affecting title to any property that could be affected by the Documents.

4. Accommodator is not acting as title insurer, escrow agent, or closing agent with regard to the Documents, and Accommodator will not be deemed to possess any actual, implied, or imputed knowledge of the content of the Documents or the effect (if any) that they may have. Accommodator has no duty to protect anyone from the effect or lack of effect of the Documents or their recording or lack of recording in the Public Records.

5. Requesting Party represents and warrants to Accommodator that the Documents are not a disparagement or slander of any title, and that the Documents are not being recorded for the purpose of harassment or for any fraudulent or unlawful purpose. Requesting Party authorizes Accommodator to place the following language, or language substantially similar thereto, upon the face of the Documents prior to recordation:

> Accommodator submits this document for recordation as a courtesy, for physical convenience only. Accommodator has not examined this document for its validity, sufficiency, or effect, if any, upon title to the real property described herein.

6. Accommodator will submit the Documents to the Recorder as a courtesy. Requesting Party has sole responsibility for paying any fees, charges, or taxes (including but not limited to intangible taxes, excise taxes, and similar obligations) that may be associated with recording the Documents in the Public Records, and Requesting Party has provided Accommodator with payment for any such fees, charges, or taxes contemporaneous with its execution of this Agreement. Requesting Party agrees to reimburse Accommodator for

any fees, charges, or taxes that Accommodator may advance on Requesting Party's behalf with regard to the recording of the Documents.

7. Accommodator agrees that (i) if it acquires actual knowledge that the Recorder has rejected the Documents for recording in the Public Records, Accommodator will give notice of such fact to Requesting Party, and (ii) if the Documents are returned to Accommodator's possession, Accommodator will return the Documents to Requesting Party; however, Accommodator assumes no other duties or obligations with respect to the Documents or any action that the Recorder may or may not take with respect to the Documents.

8. Requesting Party indemnifies and holds Accommodator harmless from and against any and all loss, cost, or damage (including but not limited to reasonable attorneys' fees actually incurred through all levels of trial and appeal) arising out of or resulting from Accommodator's gratuitously assisting Requesting Party with the recording of the Documents in the Public Records.

9. This Agreement constitutes the entire agreement between Accommodator and Requesting Party with regard to the recording of the Documents in the Public Records. Any modifications or amendments hereto must be in writing and signed by both parties. There are no third-party beneficiaries to this Agreement. Accommodator and Requesting Party each respectively represent to the other that the execution, delivery, and performance of this Agreement has been duly approved by all necessary actions. Accommodator and Requesting Party each respectively represent to the other that the person executing this Agreement on such party's behalf has full right, power, and authority to bind such party.

IN WITNESS WHEREOF, each of Requesting Party and Accommodator has executed this Agreement as of the date first set forth above.

Accommodator:
First American Title Company

_____
Clarissa Lawson, Title Officer

Requesting Party:

City of Lincoln, a Municipal Corporation

_____
City of Lincoln
By: Sean Scully
Title: City Manager

Requesting Party contact:

Address: 600 6th Street, Lincoln, CA, 95648

Phone: _____

Email address: _____

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE AN ACCOMMODATION RECORDING AGREEMENT AND TO RECORD QUIT CLAIM DEEDS FOR ACCEPTANCE OF OWNERSHIP OF LANDSCAPED PARCELS (APNs 009-160-069-0000 AND 009-160-068-0000)

WHEREAS, the City of Lincoln currently maintains landscaped parcels that function as public improvements but have not yet been formally conveyed to the City; and

WHEREAS, formal acceptance of ownership of these parcels is necessary to ensure clarity of ownership, long-term maintenance responsibility, and consistency with the City's operational practices; and

WHEREAS, the City seeks to record Quit Claim Deeds for Assessor's Parcel Numbers (APNs) 009-160-069-0000 and 009-160-068-0000 with the Placer County Recorder to document City ownership; and

WHEREAS, First American Title Company has agreed to assist with the recording of the Quit Claim Deeds solely as a courier through an Accommodation Recording Agreement, without assuming responsibility for the content, validity, or legal effect of the documents; and

WHEREAS, execution of the Accommodation Recording Agreement and recording of the Quit Claim Deeds will align public records with existing City maintenance responsibilities and support effective asset management.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lincoln hereby authorizes:

Section 1. The City Manager to execute an Accommodation Recording Agreement with First American Title Company for Assessor's Parcel Numbers 009-160-069-0000 and 009-160-068-0000; and

Section 2. The City Manager to take all actions necessary to record the associated Quit Claim Deeds with the Placer County Recorder and to complete the formal acceptance of ownership of the landscaped parcels.

PASSED AND ADOPTED this 24th day of February, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 12.F

SUBJECT: Waive Second Reading and Adopt an Ordinance of the City of Lincoln Amending Lincoln Municipal Code Section 10.40.140 Regarding Parking on Unpaved Surfaces. (Kristine Mollenkopf)

SUBMITTED BY: Kristine Mollenkopf

DEPARTMENT: City Attorney's Office

DATE: February 24, 2026

STAFF RECOMMENDATION:

Staff recommends City Council conduct a public hearing and waive first reading and adopt by title only an ordinance amending Section 10.40.140 of the Lincoln Municipal Code regarding parking on unpaved surfaces and finding the Ordinance is exempt from the California Environmental Quality Act.

BACKGROUND/INTRODUCTION:

Lincoln Code Enforcement frequently receives complaints from residents regarding neighbors parking on the lawn of their front and side yards, creating visual blight. Additionally, Lincoln's Utility Department often encounters situations where they cannot access residential meter boxes because a vehicle is parked on top of the box in the lawn of a front or side yard, or the box lid is broken because a vehicle has driven over it. While creating a general nuisance, the Lincoln Municipal Code, unlike a majority of municipalities, does not specifically prohibit residents from parking on their front or side yard lawns.

FINDINGS/ANALYSIS:

Lincoln's Municipal Code generally provides that unless expressly prohibited, the Code shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort or general welfare. For the reasons stated in the introduction, staff believes this minor code amendment will be beneficial to the health, safety and welfare of the community by providing clarity, reduce neighborhood discord, and provide an additional tool to the utilities department.

ENVIRONMENTAL REVIEW:

This Ordinance is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378. Even if this Ordinance were subject to CEQA, the City Council finds this Ordinance exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is

no possibility it will have a significant effect on the environment.

ATTACHMENTS:
Parking_on_Unpaved_ordinance.doc

ORDINANCE XXXXB

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN AMENDING LINCOLN MUNICIPAL CODE SECTION 10.40.140 REGARDING PARKING ON UNPAVED SURFACES AND FINDING THE ORDINANCE IS EXEMPT FROM CEQA

WHEREAS, Lincoln Code Enforcement frequently receives complaints from residents regarding neighbors parking on the lawn of their front and side yards, creating visual blight; and

WHEREAS, Lincoln's Utility Department often encounters situations where they cannot access residential meter boxes because a vehicle is parked on top of the box in the lawn of a front or side yard; and

WHEREAS, while creating a general nuisance, the Lincoln Municipal Code, unlike a majority of municipalities, does not specifically prohibit residents from parking on their front or side yard lawns.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN does ordain as follows:

Section 1. **Incorporation of Recitals.** The City Council hereby incorporates by reference the recitals set forth above.

Section 2. CEQA Analysis. This Ordinance is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378. Even if this Ordinance were subject to CEQA, the City Council finds this Ordinance exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

Section 3. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 4. Publication. Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the

Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code § 36933(c)(1) are met.

Section 5. Amendment. Lincoln Municipal Code Section10.40.140 is hereby amended as follows:

> 10.40.140 - Parking on private property.
> No person shall park a vehicle in a private driveway or on private property without the direct or implied consent of the owner or person in lawful possession of such driveway or property. No person shall park a vehicle in the front or side yard areas of any residentially used lot or parcel of land, except on a driveway with an impermeable surface.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on February 10, 2026, by the following vote:

AYES: Councilmembers: Brown, Eklund, Pearl, Reedy
NOES: Councilmembers: None
ABSENT: Councilmembers: Andreatta
ABSTAIN: Councilmembers: None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lincoln held on 24th day of February 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 13.A

SUBJECT: Waive First Reading and Introduce an Ordinance of the City of Lincoln Repealing Lincoln Municipal Code Chapter 6.28, and Amending Lincoln Municipal Code Sections 6.24.010, 6.24.060, 18.22.020, 18.22.030, 18.26.010, 18.26.020, and 18.26.030 - Canine and Feline Kennel Uses. (Kristine Mollenkopf)

SUBMITTED BY: Kristine Mollenkopf

DEPARTMENT: City Attorney's Office

DATE: February 24, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council conduct a public hearing, waive first reading and adopt by title only an Ordinance repealing Lincoln Municipal Code Chapter 6.28, amending Lincoln Municipal Code Sections 6.24.010, 6.24.060.18.22.020, 18.22.030, 18.26.010, 18.26.020 and 18.26.030, and finding the proposed ordinance is exempt from the California Environmental Quality Act.

BACKGROUND/INTRODUCTION:

The Lincoln Municipal Code is very restrictive regarding pet kenneling and what has become popularly termed "doggy day care" services, despite these services becoming very popular over the last several years. A local businessperson, who is not a veterinarian, recently approached City staff inquiring about opening such a facility and was advised such a use would require a zoning code amendment. This individual has identified a site to lease which is currently vacant, and staff believes amendments to the zoning code are appropriate in order to bring this service to the residents of the City of Lincoln.

FINDINGS/ANALYSIS:

Lincoln Municipal Code section 6.04.010 presently defines “Kennel" as “any enclosure, premises, building, structure, lot or area, in or on which four or more dogs of at least four months of age are kept for commercial or noncommercial purposes." LMC Chapter 6.28, however, prohibits any person from keeping a commercial kennel except a licensed veterinarian.

By way of background, LMC section 18.29.020, regulating conditional uses in an agricultural district, permits kennels subject to issuance of a conditional use permit by the planning commission.

As indicated above, in addition to the inquiring businessperson, residents in the City of Lincoln have expressed the need for services commonly referred to as “doggy day care” for the healthy exercise, training and socialization of their pet canines both for limited hours during the day, and also occasional overnight boarding services. Because of the growing pet industry and to fill this need, business owners have inquired regarding the permitting necessary to open a kennel to provide these services, only to be

told that under the current Lincoln Municipal Code kennels are required to be operated only by licensed veterinarians. Staff's research indicates these types of services can reasonably be provided by a business without such licensure because other local jurisdictions permit this use usually within commercial zones and light industrial zones. The proposed ordinance is drafted so as to also allow for the boarding of cats.

Staff has designed the proposed changes to allow for:

- Permitted use entirely within a building in a Commercial Zone for the purpose of boarding not more than 20 dogs or cats, each for a period not to exceed 30 days;
- Conditional use for a facility utilizing outdoor facilities in a Commercial Zone for the purpose of boarding not more than 20 dogs or cats for a period not to exceed 30 days;
- Permitted use entirely within a building in a Light Industrial Zone for the purpose of boarding not more than 30 dogs or cats, each for a period not to exceed 30 days; and
- Conditional use for a facility utilizing outdoor facilities in a Light Industrial Zone for the purpose of boarding not more than 30 dogs or cats, each for a period not to exceed 30 days.

Staff believes the public's concern regarding barking and noise can be mitigated by limiting the number of canines that can be boarded in one location in these zones and requiring a conditional use permit for any facility that allows the canines to be boarded, trained or exercised out-of-doors.
The Planning Commission reviewed the proposed ordinance and unanimously recommended its adoption by resolution at its regular meeting on January 21, 2026.

ENVIRONMENTAL REVIEW:

The proposed ordinance is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378. Even if this Ordinance were subject to CEQA, the Ordinance would be exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

FISCAL IMPACT:

There will be relatively little fiscal impact to the City, but the services are much desired by the residents, and a local businessperson awaits a decision with the hope of starting his endeavor.

ATTACHMENTS:

Kennel_Ordinance_rev_3.doc

ORDINANCE XXXXB

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN REPEALING LINCOLN MUNICIPAL CODE CHAPTER 6.28, AND AMENDING LINCOLN MUNICIPAL CODE SECTIONS 6.24.010, 6.24.060, 18.22.020, 18.22.030, 18.26.010, 18.26.020, AND 18.26.030, AND FINDING THE ORDINANCE IS EXEMPT FROM CEQA

WHEREAS, Lincoln Municipal Code section 6.04.010 presently defines “Kennel" as “any enclosure, premises, building, structure, lot or area, in or on which four or more dogs of at least four months of age are kept for commercial or noncommercial purposes;” and

WHEREAS, Lincoln Municipal Code Chapter 6.28 prohibits any person from keeping a commercial kennel except a licensed veterinarian; and

WHEREAS, Lincoln Municipal Code section 18.29.020, regulating conditional uses in an agricultural district, permits kennels subject to issuance of a conditional use permit by the planning commission; and

WHEREAS, residents in the City of Lincoln have expressed the need for services commonly referred to as “doggy day care” for the healthy exercise, training and socialization of their pet canines both for limited hours during the day, and also occasional overnight boarding services; and

WHEREAS, because of the growing pet industry, to fill this need, business owners have inquired regarding the permitting necessary to open a kennel to provide these services, only to be told that under the current Lincoln Municipal Code, kennels are required to be operated only by licensed veterinarians; and

WHEREAS, staff’s research indicates these types of services can reasonably be provided by a business without such licensure; and

WHEREAS, staff’s research of other jurisdictions permitting this use indicates the most appropriate zones within the City for these types of services would be commercial zones and light industrial zones; and

WHEREAS, the provision of boarding services for residents with cats is also a community need, and compatible with these recommended changes; and

WHEREAS, the public’s concern regarding barking and noise can be mitigated by limiting the number of canines that can be boarded in one location in these zones and requiring a conditional use permit for any facility that allows the canines to be boarded, trained or exercised out-of-doors.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN does ordain as follows:

Section 1. **Incorporation of Recitals.** The City Council hereby incorporates by reference the recitals set forth above.

Section 2. CEQA Analysis. This Ordinance is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378. Even if this Ordinance were subject to CEQA, the City Council finds this Ordinance exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

Section 3. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 4. Publication. Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code § 36933(c)(1) are met.

Section 5. Amendment. The definition of "kennel" contained at Lincoln Municipal Code Section 6.04.010 is hereby amended as follows:

> "Kennel" means any enclosure, premises, building, structure, lot or area, in or on which four or more dogs or cats of at least four months of age are kept for commercial or noncommercial purposes.

Section 6. Amendment. Lincoln Municipal Code Sections 6.24.020 and 6.24.060 are hereby amended as follows:

> 6.24.010 - Term and issuance generally.
> The dog licenses ~~and kennel licenses~~ required by this title shall be issued upon payment of the fees fixed by Placer County.
>
> 6.24.060 - Renewal notices.

At least 30 days prior to the expiration of a license ~~or a kennel permit~~, the director of animal control shall mail a renewal notice to the owner of the canine or the owner of the kennel.

Section 7. Repeal. Lincoln Municipal Code Chapter 6.28 is hereby repealed in its entirety.

Section 8. Amendment. Lincoln Municipal Code Sections 18.22.020 and 18.22.030, regulating uses within a C Commercial Zone, is amended as follows:

18.22.020 - Uses permitted within a building.
All of the following uses are permitted in the C district provided they are conducted entirely within a building or structure:
(1) Animal hospital;
(2) Apparel store;
(3) Bakery;
(4) Barbershop;
(5) Book or periodical store;
(6) Department store;
(7) Drugstore;
(8) Financial institutions (banks, title companies, savings and loan companies);
(9) Food store;
(10) Furniture store;
(11) Gift shop;
(12) Hardware store;
(13) Household appliance store;
(14) Jewelry store;
(15) Kennel ~~(per LMC 6.28.010)~~ for the purposes of temporarily boarding not more than twenty (20) dogs or cats, each for a period not to exceed thirty (30) days;
(16) Laundromat;
(17) Laundry agencies;
(18) Offices (professional, business and utility);
(19) Personal service establishments;
(20) Photographic studios;
(21) Photographic supplies;
(22) Record store;
(23) The sale of beer and wine associated bona fide eating place (restaurant), as defined by the California Alcohol Beverage Type 41 license. Outdoor service of beer and wine is allowed associated with the bona fide eating place (restaurant) with a valid Type 41 ABC License and requires an easily identifiable visual delineation of what is considered the approved service area, to the satisfaction of the community development director;
(24) Retail store incidental to any other use authorized by this section;

(25) Salon;
(26) Stationery store;
(27) Tattoo parlors and/or body piercing establishments;
(28) Theater; ~~until January 1, 2018, theaters may only locate within a C district that lies within the boundaries of the Lincoln Theater Area.~~
(29) Toy store;
(30) Variety store;
(31) Other uses which the planning commission has determined are of the same general character as those listed in this section and will not be obnoxious to abutting properties or detrimental to the area in which located.

18.22.030 - Conditional uses.

The following uses are permitted in the C district subject to issuance of a conditional use permit by the planning commission:
(1) Apartments, hotels and motels, subject to the requirements of Chapter 18.16;
(2) Ambulance services;
(3) Automobile agencies (sales and service);
(4) Automobile body and paint shop;
(5) Automobile repair shop;
(6) Bar;
(7) Bowling alley;
(8) Bus depot;
(9) Heavy equipment sales and service;
(10) Home improvement center;
(11) Lumberyard;
(12) Mortuary;
(13) Outdoor storage, displays, sales, and rentals (including, but not limited to and by way of example only: propane tanks, rental kiosks, vending machines, clothing bins, and tires)
(14) Parking lot;
(15) Plumbing shop;
(16) Public buildings (libraries, utilities, offices, fire stations, police stations, civic buildings, post offices and substations);
(17) Service station (not including major repair or overhaul, when part of a shopping center);
(18) Sheet metal shop;
(19) Tire shop;
(20) Video game center and arcade;
(21) All uses involving the sale or consumption of alcoholic beverages not listed as a use permitted within a building within Section 18.22.020(23);
(22) Other uses of a similar nature;
(23) Pawnshops (per LMC 18.22.100);

(24) ~~Reserved~~; Kennels utilizing outdoor facilities for the purposes of temporarily boarding not more than twenty (20) dogs or cats each for a period not to exceed thirty (30) days;
(25) Condominiums and townhomes, subject to the requirements of Chapter 18.16;
(26) All uses with an automobile "drive-thru." (not allowed in the Lincoln Downtown Area *).
*Lincoln Downtown Area as defined by the Lincoln Downtown Urban Design Plan Redistricting Map—May 2004, or as amended.
(27) Vehicle sales and service (excluding: engine replacement/overhaul, transmission repair).
(28) Reverse vending machines (Subject to the provisions set forth in Chapter 18.35).
(29) Small collection facilities (Subject to the provisions set forth in Chapter 18.35).

Section 9. Amendment. Lincoln Municipal Code Sections 18.26.010, 18.26.020, and 18.26.030 regulating uses within a light industrial district, are amended as follows:

18.26.010 - Permitted uses.
Uses permitted in the L-I district shall be as follows:
(1) Automobile body and paint shop;
(2) Automobile repair shop;
(3) Heavy equipment sales and service;
(4) Tire shop;
(5) Other uses which the planning commission has determined are similar in nature to others listed in this section;
(6) Signs as permitted by Title 16;
(7) Kennels for the purposes of temporarily boarding not more than thirty (30) dogs or cats each for a period not to exceed thirty (30) days.

18.26.020 - Uses permitted within a building.
The following uses are permitted within the L-I district if they are conducted within a building, or surrounded by a solid fence of wood, masonry or similar new materials:
(1) Automobile body manufacturing;
(2) Boat building;
(3) Bottling plant;
(4) Building materials;
(5) Cabinet shop;
(6) Contractor's yards;
(7) Emergency shelters; defined in section 50801(e) of the Health and Safety Code as "housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter

because of an inability to pay." Emergency shelters shall be subject to the following requirements:

a. Emergency shelters shall be in compliance with all building codes, fire standards, and light industrial parking standards;

b. The maximum occupancy shall not exceed 25 individuals;

c.Emergency shelters shall provide on-site waiting and intake areas that are screened from public view;

d. There shall be at least one staff member of the emergency shelter on site at all times while temporary residents are present;

e. Security lights shall be provided to the satisfaction of the development services director;

f. The applicant shall coordinate with the Lincoln police department to prepare a security plan for the facility, and shall provide the Lincoln police department with the name(s) and telephone number(s) of a responsible party(ies) to contact. The Lincoln police department may require the provision of on-site private security when the facility of [is] occupied if deemed necessary by the chief of police;

g. Emergency shelters shall establish and maintain set hours for client intake/discharge. Said hours shall be posted at the entry to the facility; and

h. Emergency shelters shall maintain a minimum 300-foot separation from other emergency shelters.

(8) Feed and fuel yards;
(9) Food processing;
(10) Frozen food lockers;
(11) Ice and cold storage;
(12) Lumberyard;
(13) Machine shop;
(14) Warehousing;
(15) Kennels for the purposes of temporarily boarding not more than thirty (30) dogs or cats each for a period not to exceed thirty (30) days.
(1~~5~~6) Other uses which the planning commission has determined are similar in nature.

18.26.030 - Conditional uses.

The following uses are permitted subject to issuance of a conditional use permit by the planning commission:

(1) Automobile wrecking yard;
(2) Concrete batch plant;
(3) Light manufacturing, fabrication, assembling, component manufacturing, small parts processing;
(4) Mobile home sales and services;
(5) Outdoor storage and sales;
(6) Public utility service yard.
(7) Recycling and redemption collection facilities, including reverse vending machine(s), small collection facilities, and recycling facilities (Subject to the provisions set forth in Chapter 18.35).

(8) Kennels utilizing outdoor facilities for the purposes of temporarily boarding not more than thirty (30) dogs or cats each for a period not to exceed thirty (30) days.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on February 24, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 14.A

SUBJECT: Adopt a Resolution Authorizing an Amendment to the 2025-2027 Biennium Budget for Fiscal Year 2025-2026. (Nita Wracker)

SUBMITTED BY: Ruthann Codina

DEPARTMENT: Finance

DATE: February 24, 2026

STAFF RECOMMENDATION:

Review the proposed budget changes and adopt a resolution amending the Fiscal Year 2025-26 budget.

BACKGROUND/INTRODUCTION:

The purpose of this report is to present adjustments to amend the Fiscal year 2025-26 revenues and expenses which were initially adopted by Resolution 2025-091 on June 24, 2025 as part of the 2025-2027 Biennium Budget. Staff completed a thorough review of the revenues received and funds expended during the first seven months of the 2025-26 fiscal year, through January 31, 2026. Based upon that review, several adjustments to budgeted revenues and expenditures are proposed which will impact the budget originally approved by the City Council. The reports also include previously approved budget amendments which have been brought before the City Council via various resolutions through January 31, 2026.

The narrative in this report is intended to be a high level overview of the adjustments being proposed across multiple funds. All of the detailed information on each of the proposals can be found on the Fiscal Year 2025-2026 Budget Adjustments by Fund Type (attachment D).

FINDINGS/ANALYSIS:

The attached analysis provides an update on the status of revenues and expenditures for the City's General Fund, all Other Funds by Fund Type, and includes a list of proposed adjustments. It also details beginning fund balance adjustments as the projected beginning balances used during the budget process have been replaced with audited numbers which became available after the close of the City's 2024-25 audit. (Attachment E)

The adjustments as proposed will increase the General Fund revenues by $360,200 and increase General Fund expenses by $760,600. The increases to revenues include $140,000 reimbursement for Fire mutual aid; $64,000 in Recreation revenues primarily for new programs being offered; $100,000 in miscellaneous revenues including donations from FOLL, sale of property and reimbursements. The increases to expenses include $402,000 in legal services/litigation within the City Attorney and Human

Resources divisions; $142,000 for facility related projects including the General Fund portion of the Citywide solar project, completion of the Police server room upgrades as well as ADA modifications to the bleachers at the Community Center and the replacement of the pool ADA chair. Additional expenses within the General Fund include increased materials/supplies costs and various expenses not foreseen at the time of budget preparation.

This report includes increased revenues across all other fund types in the amount of $5,612,377 and increases expenses by $1,800,965.

The increases to revenues across multiple other funds is largely due to $2.0 million higher than anticipated permits revenue and a $1.4 million advance payment from a developer for property tax assessment. In addition, $1.47 million is anticipated for reimbursements for projects that were rolled from prior years and will have grant reimbursement revenue. Increased expenses across multiple funds is primarily due to increased costs and services since the time of budget implementation.

A detailed listing of the proposed adjustments to other fund revenue and expenditure budgets, as well as to the General Fund budget, is attached in the Budget Adjustments by Fund Type report (Attachment D).

FISCAL IMPACT:

After the proposed adjustments, the General Fund balance is projected to have a balance of $14,800,016 at the end of fiscal year 2025-26 and each of the other funds will continue to maintain positive year ending fund balances. The proposed adjustments will have impacts across multiple funds which are listed in detail within Attachment D - Budget Adjustments by Fund Type.

ATTACHMENTS:

Attachments A-E.pdf

Resolution_2025.26_mid_year.docx

General Fund Revenues and Expenses- Unreserved
2025-2026 Budget Status Report

REVENUES	(A) 2025-26 REVISED BUDGET	(B)** CURRENT YEAR MODIFICATIONS THRU JANUARY	(A + B) CURRENT MODIFIED BUDGET	ACTUALS THRU JANUARY	YTD %	2024-25 PROPOSED CHANGES	2024-25 AMENDED BUDGET
Property Taxes	$ 16,743,309	$ -	$ 16,743,309	$ 8,405,199	50.20%	$ -	$ 16,743,309
Sales & Other Taxes	6,211,532	-	6,211,532	2,181,987	35.13%	-	6,211,532
Licenses & Permits	1,701,332	-	1,701,332	1,046,368	61.50%	-	1,701,332
Intergovernmental	65,000	-	65,000	63,723	98.04%	-	65,000
Charges for Service	1,813,179	-	1,813,179	1,000,407	55.17%	187,000	2,000,179
Recreation Services	1,450,000	-	1,450,000	907,201	62.57%	64,800	1,514,800
Fines & Forfeitures	59,000	-	59,000	22,165	37.57%	-	59,000
Use of Money/Property	508,627	-	508,627	776,199	152.61%	15,000	523,627
Other Revenues	291,541	-	291,541	139,968	48.01%	93,400	384,941
Grant Revenue	106,500	390,352	496,852	42,015	8.46%	-	496,852
Transfers In	374,883	-	374,883	82,065	21.89%	-	374,883
TOTAL REVENUES	**$ 29,324,903**	**$ 390,352**	**$ 29,715,255**	**$ 14,667,297**	**49.36%**	**$ 360,200**	**$ 30,075,455**

EXPENSES	(A) 2025-26 REVISED BUDGET	(B)** CURRENT YEAR MODIFICATIONS THRU JANUARY	(A + B) CURRENT MODIFIED BUDGET	ACTUALS THRU JANUARY	YTD % EXPENSED	2024-25 PROPOSED CHANGES	2024-25 AMENDED BUDGET
CITY ATTORNEY	$ 413,206	$ -	$ 413,206	$ 338,634	81.95%	$ 323,000	$ 736,206
CITY COUNCIL / TREASURER	214,814	-	214,814	122,611	57.08%	33,770	248,584
CITY MANAGER DEPARTMENT	638,929	-	638,929	410,442	64.24%	125,000	763,929
COMMUNITY DEVELOPMENT	235,373		235,373	124,577	52.93%	45,000	280,373
ENGINEERING	123,679	12,911	136,590	131,299	96.13%	74,830	211,420
PARKS/FACILITIES / STREETS/FLEET	3,061,411		3,061,411	912,294	29.80%	21,000	3,082,411
FINANCE DEPARTMENT	909,846	-	909,846	424,934	46.70%	15,000	924,846
FIRE DEPARTMENT	7,746,003	132,000	7,878,003	4,877,937	61.92%	75,000	7,953,003
LIBRARY	985,059	52,322	1,037,381	462,038	44.54%	6,000	1,043,381
POLICE DEPARTMENT	9,647,619	94,329	9,741,948	5,386,260	55.29%	7,000	9,748,948
RECREATION DEPARTMENT	1,839,136	-	1,839,136	985,468	53.58%	35,000	1,874,136
CAPITAL OUTLAY	1,390,777	1,449,470	2,840,247	426,258	15.01%	-	2,840,247
TRANSFER OUT	6,977,809	-	6,977,809	3,355,716	48.09%	-	6,977,809
TOTAL EXPENSES	**$ 34,183,661**	**$ 1,741,032**	**$ 35,924,693**	**$ 17,958,468**	**49.99%**	**$ 760,600**	**$ 36,685,293**

**APPROVED AT PRIOR COUNCIL MEETINGS

Other Funds Revenues

2025-2026 Budget Status Report

FUND	REVENUES	(A) 2025-26 BUDGET	(B)** CURRENT YEAR MODIFICATIONS THRU JANUARY	(A + B) CURRENT MODIFIED BUDGET	ACTUALS THRU JANUARY	YTD %	2025-26 PROPOSED CHANGES	2025-26 AMENDED BUDGET
Special Revenue Funds								
1010	Public Safety Tax Share	$ 1,700,000	$ -	$ 1,700,000	$ 546,054	32%	$ (745,000)	$ 955,000
1020	Standard Allowance Fund	1,610,497	-	1,610,497	-	0%	-	1,610,497
2150	Park-In-Lieu	-	-	-	21,091	100%	4,500	4,500
2210	Streets - Gas Tax/Congestion	2,912,328	-	2,912,328	1,504,189	52%	-	2,912,328
2230	Streets - TDA	3,673,906		3,673,906	247,980	7%	376,300	4,050,206
2250	Source Water Connection	3,815,517	-	3,815,517	3,299,217	86%	1,200,000	5,015,517
2360	Supplemental Fees	25,220	-	25,220	4,269	17%	-	25,220
2400	PFE Transportation	2,175,841	-	2,175,841	1,786,116	82%	170,000	2,345,841
2410	PFE - Com Svcs Police	356,669	-	356,669	258,564	72%	-	356,669
2420	PFE - Com Svcs Fire	295,241	-	295,241	194,069	66%	-	295,241
2430	PFE - Com Svcs Admin	479,982	-	479,982	356,507	74%	-	479,982
2440	PFE - Com Svcs Library	171,024		171,024	224,305	131%	75,000	246,024
2450	Park Tax	142,506	-	142,506	94,704	66%	-	142,506
2460	PFE - Com Svcs Parks	3,188,694	-	3,188,694	2,811,412	88%	340,000	3,528,694
2470	PFE - Drainage	497,581	-	497,581	298,268	60%	-	497,581
2480	Development Services	5,836,684	374,931	6,211,615	4,570,376	74%	490,000	6,701,615
2530	Police - SLES Grant	196,950	-	196,950	155,886	79%	-	196,950
2600	Housing Rehab	-	-	-	16,233	100%	-	-
2610	CDBG Loans	-	-	-		0%	-	-
2640	Cal Home	-	-	-		0%	-	-
2670	HOME Grants	-	-	-	7,312	100%	14,100	14,100
27OG-2732	Lighting and Landscaping	3,846,689	-	3,846,689	2,295,000	60%	-	3,846,689
2750	CFD No. 2004-1	271,121	-	271,121	223,353	82%	-	271,121
2760	CFD No. 2004-2	48,236	-	48,236	31,620	66%	-	48,236
2770	Benefit Assessment District (BAD)	93,110	-	93,110	70,442	76%	-	93,110
2780	CFD No. 2010-1 Police & Fire	45,313	-	45,313	23,864	53%	-	45,313
2830	Low/Mod Housing Fund	-	-	-	30,455	100%		-
2850	CFD 2018-1 Maintenance Local	2,370,000	-	2,370,000	1,736,777	73%	-	2,370,000
2860	CFD 2018-2 Public Safety	860,000	-	860,000	1,545,805	180%	1,015,500	1,875,500
2870	CFD 2018-1 Maintenance Citywide	1,090,000	-	1,090,000	1,245,518	100%	468,000	1,558,000
2900	Oak Tree Preservation	-	-	-	146,518	100%	150,000	150,000
2980	Federal Grants			-		0%	1,330,328	1,330,328
5400	Capital Improvements	-	-	-	62,239	100%	82,000	82,000
5620	Lincoln Crossing Series 2018	-	-	-	25,527	100%	-	-
5650	Twelve Bridges Series 2011	-	-	-	1,583	100%	-	-
SUB-TOTAL		**35,703,109**	**374,931**	**36,078,040**	**23,835,253**	**66%**	**4,970,728**	**41,048,768**

** APPROVED AT PRIOR COUNCIL MEETINGS

Other Funds Revenues
2025-2026 Budget Status Report

FUND	REVENUES	(A) 2025-26 BUDGET	(B)** CURRENT YEAR MODIFICATIONS THRU JANUARY	(A + B) CURRENT MODIFIED BUDGET	ACTUALS THRU JANUARY	YTD %	2025-26 PROPOSED CHANGES	2025-26 AMENDED BUDGET
Internal Service Funds								
6000	General Administrative Costs	$ 9,286,665	$ -	$ 9,286,665	$ 5,795,799	62%	$ 145,992	$ 9,432,657
6200	Facility Maintenance / Replacement	682,000	-	682,000	8,833	1%	-	682,000
6300	Technology Fund	109,469	-	109,469	96,864	88%	-	109,469
SUB-TOTAL		**10,078,134**	**-**	**10,078,134**	**5,901,496**	**59%**	**145,992**	**10,224,126**
Proprietary Funds								
7100	Water Operations	$ 23,518,432	$ -	$ 23,518,432	$ 12,014,200	51%	$ -	$ 23,518,432
7110	Water Capital Replacement	6,343,502	-	6,343,502	2,473,648	39%	13,613	6,357,115
7150	Water Non-Operations	1,505,802	-	1,505,802	839,603	56%	-	1,505,802
7200	Wastewater Operations	19,740,771	-	19,740,771	10,152,134	51%	-	19,740,771
7210	Wastewater Capital Replacement	8,529,341	-	8,529,341	456,333	5%	250,000	8,779,341
7250	Wastewater Non-Operations	1,537,302	-	1,537,302	1,047,313	68%	30,044	1,567,346
7300	Solid Waste Operations	11,966,135	-	11,966,135	7,083,420	59%	428,000	12,394,135
7310	Solid Waste Capital Replacement	1,180,000	-	1,180,000	69,586	6%	-	1,180,000
7350	Solid Waste Non-Operations	350,442	-	350,442	253,354	72%	-	350,442
7400	Transit	1,184,686	-	1,184,686	8,594	1%	(350,000)	834,686
7500	Airport	2,227,748		2,227,748	1,245,210	56%	124,000	2,351,748
7550	Federal Aviation Grants	-	-	-	1,112	100%	-	-
SUB-TOTAL		**78,084,161**	**-**	**78,084,161**	**35,644,507**	**46%**	**495,657**	**78,579,818**
TOTAL OTHER REVENUES		**123,865,404**	**374,931**	**124,240,335**	**65,381,256**	**53%**	**5,612,377**	**129,852,712**
GRAND TOTAL REVENUES - ALL FUNDS		**$ 153,190,307**	**$ 765,283**	**$ 153,955,590**	**$ 80,048,553**		**$ 5,972,577**	**$ 159,928,167**

** APPROVED AT PRIOR COUNCIL MEETINGS

Other Funds Expenses
2025-2026 Budget Status Report

FUND	EXPENSES	(A) 2025-26 BUDGET	(B)** CURRENT YEAR MODIFICATIONS THRU JANUARY	(A + B) CURRENT MODIFIED BUDGET	ACTUALS THRU JANUARY	YTD %	2025-26 PROPOSED CHANGES	2025-26 AMENDED BUDGET
Special Revenue Funds								
1010	Public Safety Tax Share	$ 1,211,281	-	1,211,281	$ 676,149	56%	$ (13,700)	$ 1,224,981
1020	Standard Allowance Fund	1,610,497	588,352	2,198,849	1,186,926	54%	107,200	2,306,049
2150	Park-In-Lieu	-	988,449	988,449	61,150	6%	-	988,449
2210	Streets - Gas Tax/Congestion	3,340,424	3,021,326	6,361,750	1,240,799	20%	-	6,361,750
2230	Streets - TDA	4,191,632	4,270,674	8,462,306	1,814,178	21%	(9,600)	8,452,706
2250	Source Water Connection	-	-	-	5,974	100%	-	-
2360	Supplemental Fees	234,200	-	234,200	62	0%	-	234,200
2370	ARPA Federal Assistance Fund	-	64,986	64,986	91,184	0%	128,700	193,686
2400	PFE Transportation	3,138,354	17,561,364	20,699,718	519,604	3%	-	20,699,718
2410	PFE - Com Svcs Police	108,000	1,221,237	1,329,237	176,150	13%	-	1,329,237
2420	PFE - Com Svcs Fire	116,031	-	116,031	207	0%	-	116,031
2430	PFE - Com Svcs Admin	-	398,570	398,570	947	0%	-	398,570
2440	PFE - Com Svcs Library	77,100	43,671	120,771	51,334	43%	-	120,771
2450	Park Tax	-	367,760	367,760	131,239	36%	-	367,760
2460	PFE - Com Svcs Parks	-	15,203,979	15,203,979	3,633,782	24%	-	15,203,979
2470	PFE - Drainage	120,000	1,171,877	1,291,877	51,097	4%	-	1,291,877
2480	Development Services	7,542,764	474,931	8,017,695	3,198,169	40%	701,400	8,719,095
2490	CDBG Grant	-		-	32,472	100%	32,500	32,500
2530	Police - SLES Grant	199,490	-	199,490	120,991	61%	-	199,490
2600	Housing Rehab	-	-	-	235	100%	-	-
2610	CDBG Loans	6,192	-	6,192	2,730	44%	-	6,192
2640	Cal Home	3,492	-	3,492	1,540	44%	-	3,492
2670	HOME Grants	6,192	-	6,192	2,730	44%	-	6,192
27OG-2732	Lighting and Landscaping	3,126,501	611,211	3,737,712	2,374,937	64%	49,000	3,786,712
2750	CFD No. 2004-1	123,472	2,495,695	2,619,167	47,794	2%	-	2,619,167
2760	CFD No. 2004-2	106,901	-	106,901	6,790	6%	-	106,901
2770	Benefit Assessment District (BAD)	204,964	-	204,964	29,914	15%	17,000	221,964
2780	CFD No. 2010-1 Police & Fire	32,553	-	32,553	16,484	51%	-	32,553
2830	Low/Mod Housing Fund	-		-	440	100%		-
2850	CFD No. 2018-1 Maintenance Local	2,215,073	530,701	2,745,774	1,035,653	38%	55,000	2,800,774
2860	CFD No. 2018-2 Public Safety	372,855	-	372,855	228,758	61%	-	372,855
2870	CFD No. 2018-1 Maintenance Citywide	1,769,293	730,746	2,500,039	188,823	8%	32,000	2,532,039
2900	Oak Tree Preservation	263,000	-	263,000	65,846	25%	-	263,000
2980	Federal Grants	-	1,251,259	1,251,259	-	0%	-	1,251,259
5400	Capital Improvements	-	313,564	313,564	163,671	52%		313,564
5620	Lincoln Crossing Series 2018	-	1,137,771	1,137,771	499,010	44%		1,137,771
5650	Twelve Bridges Series 2011	-	56,700	56,700	37,758	0%	-	56,700
SUB-TOTAL		**$ 30,120,261**	**$ 52,504,823**	**$ 82,625,084**	**$ 17,695,527**	**21%**	**$ 1,099,500**	**$ 83,751,984**

** APPROVED AT PRIOR COUNCIL MEETINGS

Other Funds Expenses
2025-2026 Budget Status Report

FUND	EXPENSES	(A) 2025-26 BUDGET	(B)** CURRENT YEAR MODIFICATIONS THRU JANUARY	(A + B) CURRENT MODIFIED BUDGET	ACTUALS THRU JANUARY	YTD %	2025-26 PROPOSED CHANGES	2025-26 AMENDED BUDGET
Internal Service Funds								
6000	General Administrative Costs	$ 10,148,462	$ 73,385	$ 10,221,847	$ 4,362,601	43%	$ 159,965	$ 10,381,812
6200	Facility Maintenance / Replacement	394,250	189,840	584,090	131	0%	-	584,090
6300	Technology Fund	95,000	1,124,941	1,219,941	140,290	11%	-	1,219,941
SUB-TOTAL		**$ 10,637,712**	**$ 1,388,166**	**$ 12,025,878**	**$ 4,503,022**	**37%**	**$ 159,965**	**$ 12,185,843**
Proprietary Funds								
7100	Water Operations	$ 20,947,315	$ 33,929	$ 20,981,244	$ 9,662,918	46%	$ 180,200	$ 21,161,444
7110	Water Capital Replacement	8,380,241	5,272,995	13,653,236	695,416	5%	-	13,653,236
7150	Water Non-Operations	952,261	3,437,500	4,389,761	176,867	4%	-	4,389,761
7200	Wastewater Operations	24,060,340	27,707	24,088,047	7,821,925	32%	-	24,088,047
7210	Wastewater Capital Replacement	2,814,250	2,085,752	4,900,002	138,019	3%	-	4,900,002
7250	Wastewater Non-Operations	630,000	1,757,004	2,387,004	137,406	6%	-	2,387,004
7300	Solid Waste Operations	12,050,081	18,816	12,068,897	5,685,405	47%	181,000	12,249,897
7310	Solid Waste Capital Replacement	1,549,250	851,022	2,400,272	494,373	21%	14,600	2,414,872
7350	Solid Waste Non-Operations	1,958,468	50,000	2,008,468	78,438	4%	-	2,008,468
7400	Transit	1,143,390	76,000	1,219,390	34,576	3%	-	1,219,390
7500	Airport	2,465,087	310,994	2,776,081	1,233,123	44%	165,700	2,941,781
7550	Federal Aviation Grants	1,096,708	791,300	1,888,008	53,385	3%	-	1,888,008
SUB-TOTAL		**$ 78,047,391**	**$ 14,713,019**	**$ 92,760,410**	**$ 26,211,851**	**28%**	**$ 541,500**	**$ 93,301,910**
TOTAL OTHER EXPENSES		**$ 118,805,364**	**$ 68,606,008**	**$ 187,411,372**	**$ 48,410,400**	**26%**	**$ 1,800,965**	**$ 189,239,737**
GRAND TOTAL EXPENSES - ALL FUNDS		**$ 152,989,025**	**$ 70,347,040**	**$ 223,336,065**	**$ 66,368,868**	**30%**	**$ 2,561,565**	**$ 225,925,030**

** APPROVED AT PRIOR COUNCIL MEETINGS

City of Lincoln
Fund Balance Report by Fund
Proposed 2025-26 Expense and Revenue Adjustments

ATTACHMENT C

Fund #	Description	Audited Beginning Fund Balance at July 1, 2025	Original Revenue plus Modifications thru January	Original Expense plus Modifications thru January	Ending Fund Balance as of 6/30/26	Mid-year Revenue adjustments	Mid-year Expense adjustments	Revised Ending Fund Balance as of 6/30/26	Variance
	Governmental Funds								
1000	General Fund	$ 13,585,442	$ 29,715,255	$ (35,924,693)	$ 7,376,004	$ 360,200	$ (760,600)	$ 6,975,604	$ (400,400)
	- GF Operating Reserves 25%	6,006,794	134,423	-	6,141,217	-	-	6,141,217	-
	- Capital Replacement	704,484	300,000	-	1,004,484	0	-	1,004,484	-
	- PERS UAL	678,711	-	-	678,711	-	-	678,711	-
	Total General Fund	**$ 20,975,431**	**$ 30,149,678**	**$ (35,924,693)**	**$ 15,200,416**	**$ 360,200**	**$ (760,600)**	**$ 14,800,016**	**(400,400)**
	Special Revenue Funds								
1010	Public Safety Tax Share	$ 1,584,910	$ 1,700,000	$ (1,211,281)	$ 2,073,629	$ -	$ -	$ 2,073,629	$ -
1020	Standard Allowance Fund	1,830,263	1,610,497	(2,198,849)	1,241,911	-	(127,200)	1,114,711	(127,200)
2150	Park In-Lieu	1,143,978	-	-	1,143,978	4,500	-	1,148,478	4,500
2210	Street Fund-Gas Tax	4,942,913	2,912,328	(6,361,750)	1,493,491	-	-	1,493,491	-
2230	Street Fund-TDA	6,422,433	3,673,906	(8,462,306)	1,634,033	376,300	9,600	2,019,933	385,900
2250	PCWA Connection	23,262,847	3,815,517	-	27,078,364	1,200,000	-	28,278,364	1,200,000
2360	Supplemental Fees	252,974	25,220	(234,200)	43,994	-	-	43,994	-
2370	ARPA Federal Assistance Fund	-	-	(64,986)	(64,986)	-	(128,700)	(193,686)	(128,700)
2400	PFE - Transportation	32,624,218	2,175,841	(20,699,718)	14,100,341	170,000	-	14,270,341	170,000
2410	PFE-Community Services-Police	2,251,840	356,669	(1,329,237)	1,279,272	-	-	1,279,272	-
2420	PFE-Community Services-Fire	(745,843)	295,241	(116,031)	(566,633)	-	-	(566,633)	-
2430	PFE-Community Services-Admin	3,761,439	479,982	(398,570)	3,842,851	-	-	3,842,851	-
2440	PFE - Library	611,800	171,024	(120,771)	662,053	75,000	-	737,053	75,000
2450	Park & Rec Tax	676,438	142,506	(367,760)	451,184	-	-	451,184	-
2460	PFE-Community Services-Parks	9,111,996	3,188,694	(15,203,979)	(2,903,289)	340,000	-	(2,563,289)	340,000
2470	PFE-Drainage	1,725,038	497,581	(1,291,877)	930,742	-	-	930,742	-
2480	Development Services	21,707,802	6,211,615	(8,017,695)	19,901,722	490,000	(701,400)	19,690,322	(211,400)
2490	Community Development Block Grant	-	-	-	-	-	(32,500)	(32,500)	
2530	SLES Grant	51,475	196,950	(199,490)	48,935	-	(32,500)	16,435	(32,500)
2600	Housing Rehab./Revitalization (259 & 260)	965,122	-	-	965,122	-	-	965,122	-
2610	CDBG Loan Program	152,660	-	(6,192)	146,468	-	-	146,468	-
2640	CalHome	1,091,725	-	(3,492)	1,088,233	-	-	1,088,233	-
2670	Home Grants (263,266.267)	687,540	-	(6,192)	681,348	-	-	681,348	-
27OG-2732	Landscape & Lighting Districts	6,250,315	3,846,689	(3,737,712)	6,359,292	-	(49,000)	6,310,292	(49,000)
2750	CFD No. 2004-1 Storm Water Ret. Basin	3,361,047	271,121	(2,619,167)	1,013,001	-	-	1,013,001	-
2760	CFD No. 2004-2 Aub. Rav./McBean Pk.	185,906	48,236	(106,901)	127,241	-	-	127,241	-
2770	Benefit Assessment District (BAD)	1,156,912	93,110	(204,964)	1,045,058	-	(17,000)	1,028,058	(17,000)
2780	CFD No. 2010-1 Police & Fire Svcs	41,601	45,313	(32,553)	54,361	-	-	54,361	-
2790	CFD No. 2015 Public Safety	8,742	-	-	8,742	-	-	8,742	-
	Special Revenue Funds								
2830	Low/Mod Housing Fund	1,804,626	-	-	1,804,626	-	-	1,804,626	-

City of Lincoln
Fund Balance Report by Fund
Proposed 2025-26 Expense and Revenue Adjustments

Fund #	Description	Audited Beginning Fund Balance at July 1, 2025	Original Revenue plus Modifications thru January	Original Expense plus Modifications thru January	Ending Fund Balance as of 6/30/26	Mid-year Revenue adjustments	Mid-year Expense adjustments	Revised Ending Fund Balance as of 6/30/26	Variance
2850	CFD No. 2018-1 Maintenance Local	5,248,154	2,370,000	(2,745,774)	4,872,380	-	(55,000)	4,817,380	(55,000)
2860	CFD No. 2018-2 Public Safety	1,082,832	860,000	(372,855)	1,569,977	1,015,500	-	2,585,477	1,015,500
2870	CFD No. 2018-1 Maintenance Citywide	99,386	1,090,000	(2,500,039)	(1,310,653)	468,000	(32,000)	(874,653)	436,000
2900	Oak Tree Mitigation	481,812	-	(263,000)	218,812	150,000	-	368,812	150,000
2980	Federal Grants	(79,069)	-	(1,251,259)	(1,330,328)	1,330,328	-	0	1,330,328
5400	Capital Improvements	1,070,901	-	(313,564)	757,337	82,000	-	839,337	82,000
5620	Lincoln Crossing Series 2018	545,995	-	(1,137,771)	(591,776)	-	-	(591,776)	-
5650	Twelve Bridges Series 2011	148,760	-	(56,700)	92,060	-	-	92,060	-
	Total Special Revenue Funds	**$ 134,826,730**	**$ 36,078,040**	**$ (80,442,164)**	**$ 90,462,606**	**$ 5,701,628**	**$ (1,165,700)**	**$ 94,998,534**	**$ 4,568,428**
	Internal Service Funds								
6000	Internal Services	$ 3,220,845	$ 9,286,665	$ (10,221,847)	$ 2,285,663	$ 145,992	$ (159,965)	$ 2,271,690	$ (13,973)
6200	Facility Maint/Replacement Fund	383,521	682,000	(584,090)	481,431	-	-	481,431	-
6300	Technology Fund	1,434,504	109,469	(1,219,941)	324,032	-	-	324,032	-
	Total Internal Service Funds	**$ 5,038,870**	**$ 10,078,134**	**$ (12,025,878)**	**$ 3,091,126**	**$ 145,992**	**$ (159,965)**	**$ 3,077,153**	**$ (13,973)**
	Enterprise Funds								
7100	Water Enterprise	$ 8,900,160	$ 23,518,432	$ (20,981,244)	$ 11,437,348	$ -	$ (180,200)	$ 11,257,148	$ (180,200)
7110	Water Capital Replacement	10,545,354	6,343,502	(13,653,236)	3,235,620	13,613	-	3,249,233	13,613
7150	Water Non-Operating	14,031,021	1,505,802	(4,389,761)	11,147,062	-	-	11,147,062	-
7200	Wastewater Enterprise	9,033,797	19,740,771	(24,088,047)	4,686,521	-	-	4,686,521	-
7210	Wastewater Capital Replacement	5,253,826	8,529,341	(4,900,002)	8,883,165	250,000	-	9,133,165	250,000
7250	Wastewater Non-Operating	2,238,360	1,537,302	(2,387,004)	1,388,658	30,044	-	1,418,702	30,044
7300	Solid Waste / Refuse	6,347,321	11,966,135	(12,068,897)	6,244,559	428,000	(181,000)	6,491,559	247,000
7310	Solid Waste Capital Replacement	4,243,299	1,180,000	(2,400,272)	3,023,027	-	(14,600)	3,008,427	(14,600)
7350	Solid Waste Non-Operating	2,718,246	350,442	(2,008,468)	1,060,220	-	-	1,060,220	-
7400	Transit Fund	140,123	1,184,686	(1,219,390)	105,419	(350,000)	-	(244,581)	(350,000)
7450	Federal Transit Grants	-	-	-	-	-	-	-	-
7500	Airport Fund	(4,821,040)	2,227,748	(2,776,081)	(5,369,373)	124,000	(165,700)	(5,411,073)	(41,700)
7550	Federal Aviation Grants	75,769	-	(1,888,008)	(1,812,239)	-	-	(1,812,239)	-
	Total Enterprise Funds	**$ 58,706,236**	**$ 78,084,161**	**$ (92,760,410)**	**$ 44,029,987**	**$ 495,657**	**$ (541,500)**	**$ 43,984,144**	**$ (45,843)**

City of Lincoln
2025-2026 Budget Adjustments by Fund type

FUND	ACCOUNT	GL DESCRIPTION	2025-2026 PROPOSED CHANGES	EXPLANATION FOR CHANGE
Revenues				
General Fund				
1000	31816	SB1186	$ 12,000	State fee for ADA SB1186
1000	32020	Library Cost Share	14,000	True up - WPUSD for 12B Library portion
1000	33020	Special Police Services	13,000	SRO contract with WPUSD
1000	33021	Mutual Aid Reimb - Staffing	140,000	Reimbursements for Fire mutual aid
1000	33400	Facility Rental	25,000	Increased facility rentals
1000	33500	Aquatics	20,000	New program revenue
1000	33578	Mayor's Cup	8,800	Increased revenue from Mayors Cup
1000	33585	Concession Sales	5,800	Concession sales - Recreation
1000	33586	Special Events	5,000	New event revenue
1000	36301	Public Safety Fee VLG1	17,000	Higher than anticipated permits issued within Village 1 area
1000	38900	Sale of Property	15,000	Sale of property
1000	39000	Other Revenue	15,000	Miscellaneous revenues
1000	39005	Donations	64,000	Donations from FOLL
1000	39200	Reimbursement	5,600	Miscellaneous reimbursements
SUB-TOTAL GENERAL FUND REVENUES			**$ 360,200**	
Revenues				
Special Revenue Funds				
1010	30101	Limited Term Property Taxes	$ (745,000)	Decrease to Property Tax revenue received
2150	36335	Park In-Lieu Fees	4,500	Higher than anticipated permits issued
2230	31160	Article 8 Transportation Funds	225,000	Revised to actual FY25/26 claim amount
2230	32043	Insurance claim revenue	9,300	Insurance reimbursement
2230	32200	Grant Revenue	142,000	Dept of Transportation grant revenue - CIP 353
2250	35225	Connection Fees	1,200,000	Higher than anticipated permits issued
2400	39000	Other Revenue	170,000	Prior year Bike/Ped revenues
2440	36455	PFE-Library	75,000	New PFE fee schedule includes the collection of Library fees
2460	36455	PFE-Parks	340,000	Experienced higher than anticipated permits issued
2480	31800	Building Permits	300,000	Experienced higher than anticipated permits issued
2480	31810	Plumbing and Gas permits	60,000	Experienced higher than anticipated permits issued
2480	31820	Electrical permits	60,000	Experienced higher than anticipated permits issued
2480	31840	Occupancy permits	20,000	Experienced higher than anticipated permits issued
2480	39000	Other Revenue	20,000	Unanticipated reimbursement from CA Municipal Finance

City of Lincoln
2025-2026 Budget Adjustments by Fund type

FUND	ACCOUNT	GL DESCRIPTION	2025-2026 PROPOSED CHANGES	EXPLANATION FOR CHANGE
Revenues				
Special Revenue Funds				
2480	39200	Miscellaneous Reimbursement	$ 30,000	Wildland Fire protection payments - Developer
2670	30350	Loan Repayment Principal	9,000	Loan repayment revenue not anticipated
2670	38800	Loan Repayment Principal	5,100	Loan repayment revenue not anticipated
2860	35370	CFD Assessment	1,015,500	Developer advance payment of property tax assessment
2870	35370	CFD Assessment	468,000	Developer advance payment of property tax assessment
2900	36370	Oak Tree Mitigation fees	150,000	Lower Fees collected
2980	32200	Grant Revenue	1,330,328	Reimbursements for grants rolled from prior year
5400	36301	Village 1 Maint/PS	82,000	Fees collected within Village 1 Area
SUB-TOTAL SPECIAL REVENUE FUND REVENUES			**$ 4,970,728**	
Proprietary Funds				
6000	36067	Admin Allocation	$ 122,892	City IT Staff fees billed to LiSWA
6000	39000	Miscellaneous Revenue	6,100	Utility payment reimbursement for Old City Hall
6000	39200	Miscellaneous Reimbursement	4,000	Reimbursement for conference expense
6000	39400	WPUSD Share	13,000	WPUSD share of City Hall expenses
7110	32043	Insurance Claim	8,500	Insurance claim payment
7110	39200	Reimbursement	5,113	Miscellaneous reimbursements
7210	39200	Reimbursement	250,000	Reimbursement for E Joiner Pkwy Pump Station project
7250	32200	Grant Revenue	10,044	Regional Water Authority payment
7250	39201	Zone of benefit fee	20,000	Unanticipated permit fee collected
7300	39200	Reimbursement	428,000	Landfill litigation settlement
7400	31150	LTF Funding Article 8c	(350,000)	True up to actual FY25/26 TDA claim amount
7500	35420	Rents/Leases	124,000	Increased rents - Airport
SUB-TOTAL PROPRIETARY FUND REVENUES			**$ 641,649**	
GRAND TOTAL REVENUES			**$ 5,972,577**	

City of Lincoln
2025-2026 Budget Adjustments by Fund type

FUND	ACCOUNT	GL DESCRIPTION	2025-2026 PROPOSED CHANGES	EXPLANATION FOR CHANGE
Expenses				
General Fund				
10001500	50400	Professional Services	$ 323,000	Increased litigation - City Attorney
10002010	50400	Professional Services	79,000	HR legal services
10002020	50400	Professional Services	10,000	Sales tax contract
10002020	50905	Special Events	16,000	4th of July expenses
10003000	50140	Materials & Supplies	20,000	Toner for copiers
10003000	50400	Professional Services	33,770	Completion of PD Server room upgrades
10004010	50140	Materials & Supplies	15,000	Office Supplies - citywide
10005000	50400	Professional Services	7,500	Temporary staffing - Recreation
10005040	50140	Materials & Supplies	5,000	New Event costs
10005060	50140	Materials & Supplies	12,000	ADA chair replacement - Pool
10005060	50190	Clothing	1,000	Uniforms - Aquatics staff
10005060	50400	Professional Services	5,000	Water treatment - Pool
10005060	50540	Training	4,500	Staff training - Aquatics
10006000	50710	Regulatory Fees	45,000	LAFCO membership
10006500	50400	Professional Services	74,830	Solar project costs
10007000	50140	Materials & Supplies	5,000	Printing costs - Library
10007000	50400	Professional Services	1,000	AV repair costs - Library
10008090	50400	Professional Services	21,000	Remove duplicate budget/new carpet Old City Hall/ADA modification CommCtr bleachers
10009010	40200	Salaries OT	(19,000)	Police grant is complete
10009010	50400	Professional Services	26,000	Executive Search contract
10009050	44001	Mutual Aid OT	75,000	Overtime - Fire reimbursed by Cal Fire / USDA
SUB-TOTAL GENERAL FUND EXPENSES			**$ 760,600**	

City of Lincoln
2025-2026 Budget Adjustments by Fund type

FUND	ACCOUNT	GL DESCRIPTION	2025-2026 PROPOSED CHANGES	EXPLANATION FOR CHANGE
Expenses				
Special Revenue Funds				
10109010	40200	Salaries - OT	$ (13,700)	Police grant is complete
10203000	50140	Materials & Supplies	60,000	Completion of IT Infrastructure upgrages - ARPA MOU
10203000	50400	Salaries	67,200	Completion of IT Infrastructure upgrages - ARPA MOU
10209050	44001	Mutual Aid - OT	(20,000)	Mutual aid expenses coded to General Fund
2230	50400	Professional Services	(75,000)	Grant match for SACOG program ended
22308040	50140	Materials & Supplies	15,000	Increased cost for Streets materials & supplies
22308040	50400	Professional Services	17,000	Increased cost for Streets professional services
22308100	50400	Professional Services	20,000	Increased cost for Fleet professional services
22309010	50400	Professional Services	13,400	Increased cost for Police professional services
23706500	50400	Professional Services	128,700	Completion of Water drainage study
24804010	50140	Materials & Supplies	6,000	Office Supplies - Development Services
24806020	50400	Professional Services	650,000	Increase to consultant costs for Building Dept
24806030	50500	Membership/Dues/Subscriptions	1,300	Increased membership/subscriptions - Development Engineering
24809010	50400	Professional Services	13,400	Public Safety Assessment
24809050	48050	Retirement	23,000	Miscalculation at budget implementation
24809050	48060	Workers Comp	7,700	Miscalculation at budget implementation
24904000	50400	Professional Services	32,500	Project close out costs
27OG8040	50140	Materials & Supplies	15,000	Increased cost for Streets materials & supplies
27OG8040	50400	Professional Services	17,000	Increased cost for Streets professional services
27508040	80050	Equipment	17,000	Stormwater inspection camera
27708040	80050	Equipment	17,000	Stormwater inspection camera
28508040	50400	Professional Services	5,000	Grazing contract
28508040	80050	Equipment	17,000	Stormwater inspection camera
28508100	80050	Equipment	33,000	Increased cost for equipment
28708040	50140	Materials & Supplies	15,000	Increased materials - Streets
28708040	50400	Professional Services	17,000	Additional consultant services - Streets
SUB-TOTAL SPECIAL REVENUE FUND EXPENSES			**$ 1,099,500**	

City of Lincoln
2025-2026 Budget Adjustments by Fund type

FUND	ACCOUNT	GL DESCRIPTION	2025-2026 PROPOSED CHANGES	EXPLANATION FOR CHANGE
Expenses				
Internal Service Funds				
60002000	40000	Salaries - FT	$ 13,360	Resolution 2025-123 did not contain augmentation language
60002000	48095	Benefits	10,000	Resolution 2025-123 did not contain augmentation language
60002000	50400	Professional Services	10,000	CFD support
60003000	50140	Materials and Supplies	15,000	Toner for copiers
60003000	50400	Professional Services	15,520	Completion of ArcGIS services
60004000	50400	Professional Services	47,000	User fee and cost allocation update
60004010	50140	Materials and Supplies	(21,000)	Citywide office supplies moved to other funds
60004020	40200	Salaries - OT	30,000	Overtime related to software implementation - Finance
60006500	50500	Memberships/Dues/Subscriptions	4,025	Engineering Dept memberships/subscriptions
60008090	40100	Salaries - PT	8,800	Salary adjustment - Facilities
60008100	50710	Regulatory Fees	27,260	Payment to Placer County Air Pollution Control District not budgeted
SUB-TOTAL INTERNAL SERVICE FUND EXPENSES			**$ 159,965**	
Expenses				
Proprietary Funds				
71006500	50400	Professional Services	$ 10,200	Completion of water masterplan update
71008040	40200	Salaries - OT	20,000	Overtime required for water leaks / repairs
71108040	50400	Professional Services	50,000	Leak survey/leak repair assistance
71108050	50400	Salaries - FT	100,000	Water distribution system instumentation and SCADA programming
73001500	50400	Professional services	132,000	Litigation Settlement - Solid Waste
73008000	50220	Advertising	40,000	Citizen outreach - Solid Waste
73008000	50400	Professional Services	9,000	GIS Services - Solid Waste
73108010	80030	Software	14,600	Routing Software - Solid Waste
7500	79500	Transfer out	140,700	Airport interfund loan missed in initial budget
75008080	50400	Professional Services	25,000	Fuel farm support - Airport
SUB-TOTAL PROPRIETARY FUND EXPENSES			**$ 541,500**	
GRAND TOTAL EXPENSES			**$ 2,561,565**	

Beginning Fund Balance Adjustment Detail Report
2025-2026 Budget Status Report

FUND		Original Estimated 2025-26 Beginning Fund Balance	Audited 2025-26 Beginning Fund Balance	Variance	Explanation for Significant Variance
Governmental Funds					
1000	General Fund	$ 9,394,014	$ 13,585,442	$ 4,191,428	Higher than anticipated revenue
Special Revenue Funds					
1010	Public Safety Tax Share	$ 2,134,120	$ 1,584,910	$ (549,210)	Lower than anticipated revenue
1020	Standard Allowance	1,862,683	1,830,263	$ (32,420)	
2150	Park-In-Lieu	162,168	1,143,978	981,810	Construction projects not started
2210	Streets - Gas Tax/Congestion	1,269,422	4,942,913	3,673,491	Construction projects not started
2230	Streets - TDA	2,087,631	6,422,433	4,334,802	Construction projects not started
2250	Source Water Connection	22,332,239	23,262,847	930,608	Higher than anticipated revenue
2360	Supplemental Fees	210,998	252,974	41,976	
2370	ARPA Federal Assistance Fund	193,725	-	(193,725)	
2400	PFE Transportation	3,636,296	32,624,218	28,987,922	Higher than anticipated revenue due to transfer in from bonds/construction projects not started
2410	PFE - Com Svcs Police	1,459,089	2,251,840	792,751	Construction projects not completed
2420	PFE - Com Svcs Fire	(744,673)	(745,843)	(1,170)	
2430	PFE - Com Svcs Admin	3,093,382	3,761,439	668,057	Construction projects not completed
2440	PFE - Com Svcs Library	564,801	611,800	46,999	
2450	Park Tax	585,183	676,438	91,255	
2460	PFE - Com Svcs Parks	2,774,465	9,111,996	6,337,531	Construction projects not started/not completed
2470	PFE - Drainage	(628,798)	1,725,038	2,353,836	Construction projects not started/not completed
2480	Development Services	20,029,687	21,707,802	1,678,115	Higher than anticipated revenue & lower than anticipated expenses
2530	Police - SLES Grant	65,350	51,475	(13,875)	
2600	Housing Rehab	945,387	965,122	19,735	
2610	CDBG Loans	151,266	152,660	1,394	
2640	Cal Home	1,090,509	1,091,725	1,216	
2670	HOME Grants	681,550	687,540	5,990	
27OG-2732	Lighting and Landscaping	5,944,500	6,250,315	305,815	
2750	CFD No. 2004-1	1,677,056	3,361,047	1,683,991	Construction projects not started/not completed
2760	CFD No. 2004-2	162,356	185,906	23,550	
2770	Benefit Assessment District (BAD)	1,127,014	1,156,912	29,898	
2780	CFD No. 2010-1 Police & Fire	39,262	41,601	2,339	
2790	CFD No. 2015 Public Safety	8,735	8,742	7	
2830	Low/Mod Housing Fund	1,771,708	1,804,626	32,918	
2850	CFD No. 2018-1 Maintenance Local	4,995,401	5,248,154	252,753	
2860	CFD No. 2018-2 Public Safety	1,073,945	1,082,832	8,887	

Beginning Fund Balance Adjustment Detail Report
2025-2026 Budget Status Report

FUND		Original Estimated 2025-26 Beginning Fund Balance	Audited 2025-26 Beginning Fund Balance	Variance	Explanation for Significant Variance
2870	CFD No. 2018-1 Maintenance Citywide	198,033	99,386	(98,647)	Construction projects not started/not completed
2900	Oak Tree Mitigation	393,658	481,812	88,154	
2980	Federal Grants	-	(272,561)	(272,561)	Timing of grant reimbursements
5400	Capital Improvements	497,925	1,070,901	572,976	Construction projects not started/not completed
5620	Capital Improvements - Lincoln Crossing 2018	545,995	1,694,902	1,148,907	Construction projects not started/not completed
5650	Capital Improvements - Twelve Bridges	148,760	93,810	(54,950)	
SUB-TOTAL		**82,392,069**	**136,328,140**	**53,936,072**	
Internal Service Funds					
6000	GENERAL ADMIN COSTS & SERVICES	$ 2,403,493	$ 3,220,845	$ 817,352	Lower than anticipated expenses
6200	FACILITY MAINT/REPLACEMENT	232,733	383,521	150,789	
6300	TECHNOLOGY FUND	267,416	1,434,504	1,167,088	Technology CIP not completed
SUB-TOTAL		**2,903,642**	**5,038,870**	**2,135,229**	
Proprietary Funds					
7100	WATER OPERATIONS	$ 6,641,694	$ 8,900,160	$ 2,258,466	Lower than anticipated expenses
7110	WATER CAPITAL REPLACEMENT	3,959,198	10,545,354	6,586,156	Several large construction projects not started/completed
7150	WATER NON-OPERATIONS	9,883,055	14,031,021	4,147,966	Higher than anticipated expenses & CIPs not completed
7200	WASTEWATER OPERATIONS	9,366,928	9,033,797	(333,131)	Lower than anticipated Treatment plant expenses
7210	WASTEWATER CAPITAL REP	3,423,325	5,253,826	1,830,501	Construction projects not started/completed
7250	WASTEWATER NON-OPERATIONS	758,032	2,238,360	1,480,328	Construction projects not started/completed
7300	SOLID WASTE OPERATIONS	6,021,401	6,347,321	325,920	Higher than anticipated revenue
7310	SOLID WASTE CAPITAL REP	3,839,408	4,243,299	403,891	Construction projects not started/completed
7350	SOLID WASTE NON-OPERATIONS	2,128,911	2,718,246	589,335	Construction projects not started/completed
7400	TRANSIT	46,532	140,123	93,591	
7500	AIRPORT	(5,378,405)	(4,821,040)	557,365	Lower than anticipated expenses
7550	FEDERAL AVIATION GRANTS	17	75,769	75,752	
				-	
SUB-TOTAL		**40,690,096**	**58,706,236**	**18,016,139**	
GRAND TOTAL		**$ 135,379,821**	**$ 213,658,689**	**$ 78,278,868**	

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING AN AMENDMENT TO THE 2025-27 BIENNIUM BUDGET

WHEREAS, the City of Lincoln Biennium Budget for FY 2025-2026 and FY 2026-2027 was adopted by the City Council on June 24, 2025; and

WHEREAS, further review of projected revenues, expenditures and transfers for each City fund indicated the need to amend the approved 2025-2026 budget.

NOW THEREFORE BE IT RESOLVED:

That the City Council of the City of Lincoln does hereby amend the 2025-2027 Biennium Budget as outlined in the attached Exhibits.

PASSED AND ADOPTED this 24th day of February, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 14.B

SUBJECT: Authorize Augmentation of the Fiscal Year 2025-2026 Budget by $125,000 (Fund 2850) and Adopt a Resolution Authorizing the City Manager to Execute a Contract with Integrazers for Citywide Grazing Services. (Matthew Medill/Scott Boynton)

SUBMITTED BY: Scott Boynton

DEPARTMENT: Public Works

DATE: February 24, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution authorizing the City Manager to augment the FY 2025-2026 budget by $125,000 (Fund 2850) and execute a Contract for Services with Integrazers for citywide grazing services in an amount not to exceed $2,096,711, including contingency, for a five-year period ending June 30, 2030, with the option to extend the contract for one additional five-year term. The resolution would also authorize the Public Works Director, or his/her designee, to execute any necessary change orders within the approved supplemental budget. The contract amount for the five-year period is $1,956,711, with a city-controlled contingency amount of $140,000.

BACKGROUND/INTRODUCTION:

The City of Lincoln uses managed grazing with animals to control vegetation in open spaces, rights-of-way, and preserve areas. This sustainable, cost-effective approach prevents buildup of dry thatch, reduces wildfire risk by creating natural fire breaks, supports healthy habitats, and helps manage both native and invasive plants without heavy reliance on mechanical or chemical methods.

Grazing schedules vary annually with weather, typically starting between January and March and completing by June 30 each year.

To secure these services, staff issued an RFP on December 18, 2025, receiving six proposals. The annual pricing proposals received in ascending order are listed below:

- Integrazers: $368,550.00
- Gregory Livestock: $415,443.18
- Ecosystems Concepts: $647,330.94
- Hanski Family Farms LLC: $707,643.00
- Capra Environmental Services: $714,996.75
- Blue Tent Farms: $932,826.53

FINDINGS/ANALYSIS:
After evaluation based on submission completeness, service comprehensiveness (particularly experience in environmentally sensitive permitted areas), contractor financial stability, pricing, and assigned team expertise, Integrazers ranked highest. Their proposed annual cost of $368,550 was the lowest and deemed most reasonable for the City.

The contract includes:

- Up to 3% annual escalation on accepted prices, effective July 1 of 2026, 2027, 2028, and 2029.
- A separate contingency budget each fiscal year for out-of-scope grazing or newly acquired areas (not subject to escalation).
- An option for one additional five-year extension via mutual agreement and City Council-approved amendment.
- 30-day written notice termination rights for either party.

Consequently, staff therefore recommends that the City Council adopt a resolution authorizing the City Manager to augment the FY 2025-26 budget by $125,000 (Fund 2850) and execute a contract with Integrazers for citywide grazing services in an amount not to exceed $2,096,711.

ENVIRONMENTAL REVIEW:
This project is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378.

LEVINE ACT COMPLIANCE:
The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Lincoln that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officer totaling more than $500 within the 12 months before the City decision.

The applicant submitted a Levine Act Statement to the City and cited no contributions to a City elected or appointed officer totaling more than $500 within the reporting period.

FISCAL IMPACT:
The proposed contract with Integrazers for Citywide grazing services will have a total fiscal impact of $2,096,711 over a five-year period. The anticipated costs for each year are as follows:

Year 1	$388,550
Year 2	$409,607
Year 3	$420,995
Year 4	$432,752
Year 5	$444,807

The funding for this contract will be sourced from the City's existing budget for landscaping

and lighting district(s), community facilities district(s), and street maintenance services in alignment with appropriate funding sources, an approximation of the breakdown for Year 1 is shown in the table below (slight adjustments maybe necessary):

Fund	Description	Acres	Approximate Year 1 Cost $
2230	Street Fund	8.46	$10,518
2760	CFD 2004-2 Auburn Ravine	196.21	$42,999
2700	Landscape and Lighting	1,278.7	$274,295
2850	CFD 2018-1 Maintenance Local	112.74	$56,923
2850	Maintenance Local		$3,815

The total contract cost of $2,096,711 secures reliable, citywide grazing services that will help the City of Lincoln maintain safe, well-managed open spaces, rights-of-way, and preserve areas—significantly reducing wildfire risk by creating effective natural fire breaks through targeted vegetation control. This eco-friendly approach delivers strong value while keeping our community safer from potential fire hazards.

ATTACHMENTS:
ATTACHMENT 1 RESOLUTION.docx

ATTACHMENT 2 CONTRACT.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO AUGMENT THE FISCAL YEAR 2025-2026 BUDGET BY $125,000 (FUND 2850) AND EXECUTE A CONTRACT WITH INTEGRAZERS IN AN AMOUNT NOT TO EXCEED $2,096,711 FOR CITYWIDE GRAZING SERVICES.

WHEREAS, the City of Lincoln utilizes managed grazing with animals to control vegetation in open spaces, rights-of-way, and preserve areas as a sustainable and cost-effective method to reduce wildfire risk, prevent buildup of dry thatch, support healthy habitats, and manage native and invasive plant species without heavy reliance on mechanical or chemical treatments; and

WHEREAS, grazing schedules vary annually based on weather conditions, typically beginning between January and March and concluding by June 30 of each year; and

WHEREAS, on December 18, 2025, the City issued a Request for Proposals ("RFP") for citywide grazing services and received six responsive proposals; and

WHEREAS, after evaluation of submission completeness, service comprehensiveness, contractor financial stability, pricing, and assigned team expertise, Integrazers was determined to be the most qualified proposer and submitted the lowest responsible annual cost proposal of $368,550; and

WHEREAS, the proposed Contract for Services includes: Up to 3% annual escalation on accepted prices effective July 1 of 2026, 2027, 2028, and 2029; a separate annual contingency budget for out-of-scope grazing or newly acquired areas not subject to escalation; an option for one additional five-year extension subject to mutual agreement and City Council-approved amendment; and a thirty (30) days' written termination rights for either party; and

WHEREAS, the total contract amount for the initial five-year term is $1,956,711, plus a City-controlled contingency of $140,000, for a total authorization not to exceed $2,096,711, for a period ending June 30, 2030; and

WHEREAS, the City Manager is authorized to augment the Fiscal Year 2025–26 budget by $125,000 from Fund 2850 to ensure continued implementation of this vegetation management strategy; and

WHEREAS, funding for the contract will be provided through the City's existing budgets for landscaping and lighting districts, community facilities districts, and street maintenance services, consistent with applicable funding sources.

NOW, THEREFORE, BE IT RESOLVED, City Council does hereby find it is in the best interest of the City for the City Manager to execute a Grazing Services Contract with Integrazers for Citywide Grazing Services for a total amount not to exceed $2,096,711, including contingency, for a five-year period (ending June 30, 2030), with the option to extend the contract for one additional five-year term and authorizing the Public Works

Director or his/her designee, to execute any necessary change orders that are within the approved supplemental budget; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to augment the Fiscal Year 2025–26 budget by $125,000 from Fund 2850 to ensure continued implementation of this vegetation management strategy.

PASSED AND ADOPTED this 24th day of February, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on January 22, 2026, by and between the CITY OF LINCOLN ("City"), and Leland F. Hazeltine ("Consultant/Contractor").

WITNESSETH:

WHEREAS, the City desires a contract with Leland F. Hazeltine to complete annual City-wide grazing;

WHEREAS, the Consultant/Contractor has presented a proposal for such services to the City, attached hereto and incorporated herein as Exhibit A, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit A** ("Scope of Work"). This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT:

A. The services of Consultant/Contractor are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as **Exhibit B**.

B. Consultant/Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the

Parties, extend the duration of this Contract for one year.

3. COMPENSATION:

A. The Consultant/Contractor shall be paid at the completion of services for the actual fees, costs and expenses an amount not to exceed $388,550.00 without City's prior written approval.

B. Said amount shall be paid upon submittal of a final billing. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoice(s) shall be submitted with the final billing. If Consultant/Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant/Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Contractor, and the City may withhold any payments due to Consultant/Contractor until such time as the exact amount of damages, if any, due the City from Consultant/Contractor is determined.

D. In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor's privileged information, as defined by law, or Consultant/Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant/Contractor hereunder (the "Work") to be a work made for hire. Consultant/Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS; PREVAILING WAGES:

A. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. If necessary, it shall be City's responsibility to obtain all rights of way and easements to enable Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist City in providing the same.

B. Some or all of the work herein may be a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages under Labor Code sections 1720 et seq. Accordingly, Consultant/Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws, including the payment of prevailing wages, as applicable. In the event it is determined that the Consultant/Contractor is required to pay prevailing wages for the work performed under this Agreement, but failed to do so, the Consultant/Contractor shall pay all applicable penalties, costs, fees, wages, and wage differential. To the extent the project is subject to the requirement of payment of prevailing wages pursuant to California Labor Code sections 1720 et seq, then the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City's offices, which shall be made available to any interested party on request. Consultant/Contractor shall cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site, as well as all related notices required by applicable law and regulation. In the event that the work performed requires payment of prevailing wages, contractor shall be required to be registered with Department of Industrial Relations as a Public Works Contractor at all times during performance of the contract. Contractor shall also be required to submit Certified Payroll reports to the City of Lincoln as a condition of any payment under this contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT/CONTRACTOR:

A. Consultant/Contractor agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant/Contractor's profession. Consultant/Contractor represents and warrants to City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

B. Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17A hereof.

C. Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

D. Except as set forth in **Exhibit D,** Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D.**

E. Consultant/Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.

11. ASSIGNABILITY:

Consultant/Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be

furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Contractor in writing that Consultant/Contractor's duties under this Contract warrant greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT/CONTRACTOR-NEGLIGENCE:

Consultant/Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant/Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the greatest extent allowed by law and within the construct of Civil Code § 2782, Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, employees and volunteers (the "indemnified parties") from and against any and all claims, damages, demands, liability, costs, losses and expenses, including court costs and reasonable attorneys' fees, arising in any manner out of its performance of this Contract or by reason of negligent acts or omissions, recklessness, or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City. Without limiting the foregoing indemnity obligation, Consultant/Contractor further shall indemnify, defend and hold harmless the indemnified parties from and against any and all damages, liability, costs, losses, expenses, contributions and penalties, including court costs and reasonable attorneys' fees, arising from Consultant/Contractor's misclassification of itself or its employees' status as an independent contractor. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:

A. Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.

C. In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment

i. If any of the insurance coverages required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.

H. The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its

contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

i. Worker's Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

ii. Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor

J. Commercial General Liability Insurance

i. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than $1,000,000 per occurrence and $2,000,000 general and products/completed operations aggregates.

ii. The commercial general liability insurance shall also include the following:

a) Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b) Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c) Provision or endorsement stating that the Consultant's insurance shall 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.

d) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.

i. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than $1,000,000 per occurrence.

ii. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.ii above.)

L. Professional Liability.

The Consultant/Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than $1,000,000 per claim.

17. MISCELLANEOUS PROVISIONS:

A. Compliance With Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 et seq.

B. Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Contractor shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

C. Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.

D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect

to this Contract, except those contained in or referred to in the writing.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY:
City of Lincoln
Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

CONSULTANT/CONTRACTOR:
Leland F. Hazeltine
730 Devonshire Lane
Lincoln, CA 95648

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

G. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Leland F. Hazeltine

Leland F Hazeltine
(Authorized Signature)

LELAND F. HAZELTINE
Print Name

January 23, 2026
Dated

Grazerlee@gmail.com
Email address

CITY OF LINCOLN,
a municipal corporation

Sean Scully, City Manager

Dated

APPROVED AS TO FORM:

Kristine Mollenkopf, City Attorney

Dated

ATTEST:

Hope Ithurburn, Interim City Clerk

Dated

City Accountability:

Department responsible for contract: Public Works
Staff responsible for contract: Scott Boynton

ATTACHMENTS:

- ☐ Contract for Services (signed by Consultant/Contractor)
- ☐ Current Insurance Certificate (applicable to the contract & naming City as additional insured)
- ☐ Detailed Scope of Work & Specifications, including hourly rates, etc.
- ☐ Amount: $368,550.00 & Account/Fund: 22308040-50400 = $10,821.00, 28508040-50400 = $3,411.00, 27OP8050-50400 = $321,792.00, 28508050-50400 = $52,526.00
- ☐ Current City Business License (required if working in Lincoln)
- ☐ Copies of Quotes

EXHIBIT A

SCOPE OF WORK

Complete annual City-wide grazing as shown in PFR 121825-01.

EXHIBIT B

SCHEDULE OF PERFORMANCE

All work to be completed by June 30th, 2026

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
Labor Code § 1861

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Leland F. Hazeltine

By: Leland F. Hazeltine
Title OWNER

LELAND F. HAZELTINE
Print Name

January 23, 2026
Date

EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Trucordia Insurance Services, LLC
2745 West 600 North Suite 500
Lindon UT 84042

CONTACT NAME: Sara Alemayehu
PHONE (A/C, No, Ext): 650-573-1111 **FAX (A/C, No):** 650-378-4361
E-MAIL ADDRESS: Sara.Alemayehu@trucordia.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Casualty Insurance Company	42846
INSURER B : Nautilus Insurance Company	17370
INSURER C : Redwood Fire and Casualty Insurance Company	11673
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Leland Hazeltine
PO Box 727
Pleasant Grove CA 95668
LELAN-1

COVERAGES **CERTIFICATE NUMBER:** 1898015560 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		L2620033255	6/16/2025	6/16/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ Included
								$
C	AUTOMOBILE LIABILITY			01APM05465402	1/13/2026	1/13/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			AN1351246	6/16/2025	6/16/2026	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln is additional insured on a primary and non-contributory basis with regard to General Liability per attached policy provisions.

CERTIFICATE HOLDER

City of Lincoln
600 Sixth Street
Lincoln CA 95648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sara Alemayehu

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization with whom the insured has agreed within a written contract or written agreement; provided such written agreement is executed prior to the loss.

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. This insurance is Primary and Non-Contributory, but only for the Additional Insured shown in the schedule and only for liability arising from the Insured's negligence for ongoing operations.

C. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to " bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of " your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Includes copyrighted material of the Insurance Services Office, Inc., used with permission. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Martinez
Relation Insurance Services, Inc. 520 Capitol Mall Suite 500 Sacramento CA 95814	PHONE (A/C, No, Ext): (916) 286-5970 FAX (A/C, No): (916) 286-5970 E-MAIL ADDRESS: jessica.martinez@relationinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Leland Hazeltine P.O.Box 727 Pleasant Grove CA 95668	INSURER A: Everest Premier Insurance Company	16045
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25/26 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7600024745251	09/24/2025	09/24/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Lincoln
600 Sixth Street
Lincoln CA 95648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Leland Hazeltine

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
730 Devonshire Lane

Requester's name and address (optional)

6 City, state, and ZIP code
Lincoln, CA 95648

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
5 4 6 - 8 6 - 0 6 4 1

or

Employer identification number
8 4 - 2 7 9 5 8 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Leland S Hazeltine **Date** 1/1/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Lincoln

City of Lincoln

Business License Application

• Business License Division •
8839 N Cedar Ave #212, Fresno, California 93720
PH (916) 295-6174 • FAX (909) 348-0465

OFFICIAL USE ONLY

Business Registration No. _____
Expiration Date _____
NAIC Code _____
Registration Fee $ _____
Check # _____ ☐ Credit Card

PLEASE TYPE OR PRINT WITH PEN

Business Name: Leland F. Hazelhine
Bus. Start Date: _____

Corporate Name (if applicable): —
☒ New Application ☐ Change ☐ Home Occupation

Business Location: 730 Devonshire Lane (Cannot be P.O. Box per State of California Business & Professions Code-Section 17538.5)
Lincoln, CA 95648
Email Address: grazerlee@gmail.com

State Sales Tax No. _____
Federal ID No. 84-2795810

Mailing Address: P.O. Box 727 Pleasant Grove CA 95668
State ID No. 11706348

Phone No. 530-681-0290 Alt. Phone No. 916-953-3368
State License No. —

Description of Business: service grazing provider
State License Type —
Expire Date —

Ownership ☐ Corporation ☐ Corp-Ltd Liability ☐ Partnership ☐ Sole Proprietor ☐ Trust ☐ Non-Profit

PERSONAL INFORMATION - Enter below names of Owners, Partners, or Corporate Officers (attach additional sheet, if necessary)

1st Owner Name: Leland F. Hazelhine Title: Owner
Social Security No. 546-86-0641
Home Address (Cannot be P.O. Box): 730 Devonshire Lane, Lincoln, CA 95648
Driver's License No. C0457526
Phone No. 530-681-0290
Email grazerlee@gmail.com

2nd Owner Name _____ Title _____
Social Security No. _____
Home Address (Cannot be P.O. Box) _____
Driver's License No. _____
Phone No. _____
Email _____

Per AB 2184, you may protect your residential address by providing a different Service of Process address in accordance with Sections 16000.1(a)(2) and 16100.1(a)(2) of the Business and Professions Code. To do so, please fill out the section on the back of this form.

THE INFORMATION BELOW MUST BE COMPLETED FOR YOUR BUSINESS LICENSE TO BE PROCESSED
The City of Lincoln business license application has been updated in accordance with California Senate Bill No. 205. The primary Standard Industrial Classification (SIC) code, identifying the primary activity of your business, must now be provided with your renewal, and your subjectivity to the State's Industrial General Permit (IGP) must be evaluated as part of this process. Please complete section 2 in Page 2 to fulfill this new requirement.

EMERGENCY NOTIFICATION - In case of emergency and I cannot be reached, please call:
Name: LAURA ERLANDSON Title: Partner
Address: 730 Devonshire Lane Lincoln 95648 Phone No. 916-953-3368

PLEASE FILL IN THE APPROPRIATE BOXES BELOW AND SIGN

CERTIFICATION AND ACKNOWLEDGEMENT

I declare under penalty of perjury that the statements made in this application are true. I further agree that business shall be conducted in accordance with the City of Lincoln Municipal Code. I understand that Sales or Use Tax may apply to my business activities. Upon issuance of a Business Registration, it shall be my responsibility to renew the registration before the fdue date.

SIGN HERE → Leland F. H
Signature of Owner or Representative

Title Owner Date 1-28-26

Thank you for doing business in the City of Lincoln!

Business License Application Fees

of Rental Units [ ] Estimated Gross Receipts [ ]
of employees (within City limits only) [ ] # of Trucks (operating in the City) [ ]

NOTICE: Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies: The Division of the State Architect at www.dgs.ca.gov/dsa - The Department of Rehabilitation at www.dor.ca.gov - The California Commission on Disability Access at www.ccda.ca.gov.

RETURN APPLICATION BY MAIL TO:
City of Lincoln - Business License
8839 N. Cedar Ave #212
Fresno, CA 93720-1832

SCAN & RETURN APPLICATION BY EMAIL TO:
Lincoln@hdlgov.com

Gmail

Leland Hazeltine <grazerlee@gmail.com>

City of Lincoln - Your Business License Application Has Been Received

1 message

lincoln@hdlgov.com <lincoln@hdlgov.com>
To: grazerlee@gmail.com

Tue, Jan 20, 2026 at 8:16 PM

City of Lincoln

Thank you for submitting your City of Lincoln business license application. We are currently processing the application for Leland F. Hazeltine at 730 DEVONSHIRE LN in LINCOLN, CA.

If any additional information is required, a tax specialist from our office will contact you. Please allow up to 1 to 3 business days for your application to be reviewed and processed.

Once processed, you will receive a separate email detailing the steps required to establish a business license account and obtain your license certificate. You will also receive instructions on how to pay your business license taxes and fees online.

If you have any questions, please contact our offices by phone at (916) 295-6174, or by email at Lincoln@HdLgov.com. The Business Support Center hours of operation are Monday-Friday, 8:00 am - 5:00 pm (PST).

Thank you for doing business in the City of Lincoln!

Best Regards,

Business Support Center

City of Lincoln

STAFF REPORT

Item Number 14.C

SUBJECT: Adopt a Resolution Establishing Five (5) Reserve Fire Inspector Positions Within the Fire Department and Authorize a Stipend of $150 Per Month to be Funded Within the Fire Department Operating Budget. (Claire True)

SUBMITTED BY: Claire True

DEPARTMENT: Human Resources

DATE: February 24, 2026

STAFF RECOMMENDATION:
Staff recommends that the City Council approve the establishment of five (5) Reserve Fire Inspector positions within the Fire Department and authorize a stipend of $150 per month for each position. For Fiscal Year 2025/26, the total estimated cost is $1,500, paid from Fund 1000 (General Fund) within the Fire Department operating budget. Reserve Fire Inspectors are excluded from CalPERS membership and are not eligible for City benefits; the $150/month stipend will be administered consistent with that status.

BACKGROUND/INTRODUCTION:
The Lincoln Fire Department is responsible for community risk reduction, fire prevention, and life safety education throughout the City. Continued growth in both commercial and residential development has increased the number of occupancies requiring inspection and expanded demand for customer service, plan coordination, and prevention programs. New businesses, multi-family housing, schools, and special events generate additional statutory inspection obligations under the California Fire Code.

To meet these expanding service demands, the Department seeks to establish five (5) Reserve Fire Inspector positions to provide structured volunteer assistance to the Fire Prevention Division while offering entry-level individuals an opportunity to gain knowledge and experience in the fire service.

FINDINGS/ANALYSIS:
The establishment of a Reserve Fire Inspector program will provide a direct and measurable benefit to the City by expanding the Fire Department's capacity to complete mandated fire and life safety inspections. State and local fire codes require routine inspection of commercial occupancies, multi family housing, schools, and high risk facilities. Current staffing resources limit the Department's ability to meet these obligations within recommended timeframes. The addition of trained Reserve Fire Inspectors will allow the City to increase inspection frequency, reduce backlog, and strengthen compliance with the California Fire Code and locally adopted

ordinances.

Reserve Fire Inspectors will perform technical fire prevention work under the supervision of the Fire Marshal, Battalion Chief, or Company Officer. By assisting with business inspections, re inspections, and follow up correspondence, volunteers will enable full time prevention staff to focus on complex plan review, investigations, and high hazard occupancies. This layered approach improves overall service levels without creating new benefited positions.

Specific community benefits include improved compliance with required annual and periodic inspections; earlier identification and correction of fire and life safety hazards; enhanced customer service to local businesses and residents; increased public education and community risk reduction outreach; more timely response to citizen inquiries and complaints; and development of a trained candidate pool for future Fire Department recruitments.

ENVIRONMENTAL REVIEW:

This Resolution is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378. Even if this Resolution were subject to CEQA, the City Council finds this Resolution exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

LEVINE ACT COMPLIANCE:

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Lincoln that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officer totaling more than $250 within the 12 months before the City decision.

This matter does not implicate the disclosure requirements of the Levine Act.

FISCAL IMPACT:

Reserve Fire Inspectors are volunteers and not eligible for salary or benefits. The stipend is a nominal payment and does not change the volunteer/reserve nature of the assignment; reserves serve at the discretion of the Fire Department under supervision. For Fiscal Year 2025/26, the total estimated stipend cost is $1,500 based on an anticipated May 1, 2026 start date (two months of stipend payments at $150 per month for up to five positions). Stipend payments will be made from Fund 1000 (General Fund) within the Fire Department operating budget and can be absorbed within the Department's existing budget with no budget augmentation required.

ATTACHMENTS:

Reserve Fire Inspector.DOC2.Job Description.2026Feb24.cmtrue.pdf

Reserve_Fire_Inspector.DOC1.Resolution.2026Feb24.cmtrue.docx

CITY OF LINCOLN

RESERVE FIRE INSPECTOR

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

The Reserve Fire Inspector classification supports the City and Fire Department's Community Risk Reduction mission through fire prevention, inspection, education, and related support activities. Incumbents serve in a volunteer reserve capacity and assist the Fire Prevention Division by performing technical and administrative fire prevention work under supervision. This classification provides entry-level individuals an opportunity to gain practical experience and training in fire prevention and life safety services.

DISTINGUISHING CHARACTERISTICS:

Reserve Fire Inspectors serve in a volunteer capacity and are expected to participate regularly in assigned duties, training, and development activities, typically over a one-year period. Incumbents must exercise sound judgment, demonstrate professionalism, and work effectively within a team environment while supporting fire prevention and community risk reduction objectives., typically over a one-year period.

SUPERVISION RECEIVED/EXERCISED:

Supervision is received from the Fire Marshal, Battalion Chief, or Company Officer. Incumbents do not exercise supervisory responsibility over other personnel.

ESSENTIAL FUNCTIONS: (*include but are not limited to the following)*

Incumbents assist with activities of the Fire Prevention Division, including:

- Participating in public education, community outreach, and fire prevention programs.
- Assisting with business inspections and related fire prevention activities.
- Responding to public inquiries regarding fire and life safety requirements.
- Performing administrative and support functions at the Fire Company or Fire Prevention level.
- Preparing written and electronic inspection reports, correspondence, and related documentation.
- Maintaining communication and awareness of assignment through City and Department communication systems, including assigned email accounts.

EXAMPLE OF DUTIES:

- Supports the mission, goals, and core values of the City and Fire Department.

- Communicates with management, staff, and members of the public regarding inspection activities and service needs.
- Assists in the preparation of fire inspection reports documenting technical observations and compliance findings.
- Assists with enforcement of applicable codes, laws, and City ordinances under supervision.
- Performs station maintenance and related support duties as assigned.
- Maintains a task book documenting required competencies, training, and completed assignments.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking, running, reaching, twisting, turning, kneeling, bending, squatting, crouching, and lifting more than 50 pounds in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in creating reports, and using a computer keyboard. Additionally, the position requires near, far, night, and color vision in situations where there is viewing of maps and fire scenes. When providing emergency services, the position may be required to walk or run on uneven and slippery surfaces and climb ladders. Position may be required to work outdoors in all weather conditions; around loud siren noise; and moving vehicles. This position's responsibilities will work around fires, chemicals, pesticides, blood, and other potentially toxic exposures. Position may be subject to stressful situations and work unusual and prolonged hours during emergencies, including multiweek mutual aid assignments. These duties may include an occasional demand for extraordinarily strenuous activities in emergencies under adverse environmental conditions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Reserve Fire Inspector**. A typical way of obtaining the required qualifications is to possess:

Education: A high school diploma or GED equivalent is required. Enrollment in or completion of college-level fire technology coursework is desirable.

License/Certificate:

Required:

- Possession of valid Class C State of California Driver's License.
- Valid CPR Certification.
- California OSFM Fire Inspector 1A and 1B certifications must be obtained prior to appointment.

Desirable:

- California OSFM Fire Inspector 1C and 1D certifications.
- Hazardous Material First Responder Awareness certification.

KNOWLEDGE/SKILLS/ABILITIES: *(The following are a representative sample of the KSAs necessary to perform essential duties of the position.)*

Knowledge of:

Applicable federal, state, and local laws, codes, and regulations, including adopted Fire and Building Codes and related safety requirements; principles and practices of fire prevention, life safety inspections, and hazard recognition; Department rules, regulations, policies, and procedures; inspection methods and techniques used to evaluate structures and occupancies for fire and life safety compliance; basic fire behavior, fire protection systems, and fire suppression equipment; standard office procedures, practices, and computer software applications; methods and techniques for record keeping, report preparation, and documentation; and public contact and customer service practices related to enforcement and fire prevention activities.

Skill to:

Conduct fire and life safety inspections in a consistent and professional manner; identify fire hazards and code violations and recommend corrective actions; apply applicable codes and regulations to varying occupancy types and situations; prepare accurate inspection reports, notices, and related documentation; operate computers, tablets, and inspection software to enter and maintain records; provide fire prevention education and guidance to business owners and the public; and maintain effective working relationships with staff, other agencies, and community members.

Ability to:

Follow written and oral instructions; communicate clearly and concisely, verbally and in writing; read, interpret, and accurately record data, codes, and inspection findings; make sound decisions within established guidelines and departmental procedures; exercise judgment, tact, and professionalism when interacting with the public; work independently with minimal supervision while maintaining accountability; identify potential safety hazards and take appropriate action; and maintain accurate records while meeting established timelines.

Salary Range: Stipend
FLSA: N/A
Employee Group: Reserve
Adopted:

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ESTABLISHING FIVE (5) RESERVE FIRE INSPECTOR POSITIONS WITHIN THE FIRE DEPARTMENT AND AUTHORIZING A STIPEND OF $150 PER MONTH TO BE FUNDED WITHIN THE FIRE DEPARTMENT OPERATING BUDGET

WHEREAS, the City of Lincoln Fire Department is responsible for fire prevention, community risk reduction, and enforcement of the California Fire Code and locally adopted ordinances; and

WHEREAS, continued commercial and residential growth within the City has increased the number of occupancies requiring inspection and the demand for fire prevention services; and

WHEREAS, the establishment of five (5) Reserve Fire Inspector positions will expand the Department's capacity to complete mandated inspections and enhance community risk reduction efforts in a fiscally responsible manner; and

WHEREAS, the City Manager has approved the creation of the Reserve Fire Inspector classification; and

WHEREAS, Section 2.41.020 of the City's Municipal Code, requires that the City Council determine the number of authorized positions for each classification and to establish compensation for all classifications.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes:

a. The establishment of five (5) Reserve Fire Inspector position within the Fire Department; and

b. A stipend of $150.00 per month for the Reserve Fire Inspector classification.

Section 2. The City Council additionally finds these actions are exempt from the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because they are not projects as contemplated by 14 C.C.R. § 15378. Even if these actions were subject to CEQA, this resolution is exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

PASSED AND ADOPTED this 24th day of February 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____

Richard Pearl, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk