CITY OF LINCOLN
2026 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY
October 13, 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_KhDfeQpMRf2bzBJcY_24gw
or participate by calling US: +1 (669) 900-6833
use ID #876 9143 8618
and use *9 to raise hand to speak

EXECUTIVE TEAM

Sean Scully, City Manager	Douglas White, Special Counsel
Nita Wracker, Asst. City Manager / Finance Director	Zach Eaton, 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 - 5:00pm

1.A **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code §54956.9
Name of Case: (City of Lincoln v. The Gathering Inn, et al., Placer Superior Court Case No. S-CV-0053711)

1.B **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** (Gov. Code, § 54956.8)
Property: APN 021-321-083
Agency Negotiator: Nita Wracker, Assistant City Manager,
Negotiating Parties: Boys and Girls Club,
Under Negotiations: Price, terms of payment or both

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENTS (CLOSED SESSION ITEMS ONLY)

GENERAL SESSION - 6:00pm

INSPIRATION OR INVOCATION

5. CALL TO ORDER

6. REPORT FROM CLOSED SESSION (if any)

7. ROLL CALL

8. PLEDGE OF ALLEGIANCE

9. INFORMATION ITEMS AND DISCLOSURES

10. AGENDA MODIFICATIONS

11. PRESENTATIONS

12. 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.***

13. CONSENT

13.A FY 2026-2027 Beverage Container Recycling City/County Payment Program. (Angela Frost)

- Adopt a resolution authorizing the City of Lincoln's funding request for the FY 2026- 2027 City/County Beverage Container Recycling Payment Program; and
- Authorize the City Manager to execute all necessary grant-related paperwork on behalf of the City; and
- Authorize a budget augmentation to revenues and expenses in Fund 7300 (Solid Waste Operations) for the grant amount awarded.

13.B Award the Construction Contract for CIP 706 - Corp Yard Roof Repair to Madsen Roofing & Waterproofing, Inc. (Jacob Groeser)

1. Authorizing the City Manager to execute a contract for construction with Madsen Roofing & Waterproofing, Inc. in the amount of $836,671 for the Corp Yard Roof Project and authorizing the City Engineer to approve change orders not to exceed $125,501;
2. A budget augmentation of $106,293 from the unencumbered balances of Funds 6200, 7110, 7210, and 7310 for a total budget augmentation of $425,172 to CIP 706 – Corp Yard Roof.

13.C Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 2 with REY Engineers, Inc. for the Police Department Parking Lot Expansion Project (CIP 626) (Jonnelyn Espartero)

13.D Adopt a Resolution Approving a Notice of Completion for Fire Station 35 Driveway Capital Improvement Project (CIP) 704 to be Recorded and Authorizing a Budget Augmentation of $7,176. (Jacob Groeser)

14. PUBLIC HEARINGS

14.A Parkwood Development Agreement (Mikaela Noble)

1. Determine that an Addendum to the Village 1 Specific Plan EIR for the Parkwood Project was Previously Adopted by City Council, and Therefore, No Additional Environmental Review is Required; and,
2. Consider Waiving First Reading and Introduce by Title Only an Ordinance Establishing a Development Agreement between the City of Lincoln and JEN California 28 LLC for the Parkwood Project.

15. GENERAL BUSINESS

15.A Consideration of Proposed Lease Agreement with Lincoln Clay Arts Center for the Carnegie Library Building (Sean Scully)

15.B Discussion and Direction - Sister City Program

16. CITY MANAGER REPORTS

17. COUNCIL INITIATED BUSINESS

18. COMMITTEE REPORTS

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 13.A

SUBJECT: FY 2026-2027 Beverage Container Recycling City/County Payment Program. (Angela Frost)

SUBMITTED BY: Angela Frost

DEPARTMENT: Public Works

DATE: October 13, 2026

STAFF RECOMMENDATION:

- Adopt a resolution authorizing the City of Lincoln's funding request for the FY 2026-2027 City/County Beverage Container Recycling Payment Program; and
- Authorize the City Manager to execute all necessary grant-related paperwork on behalf of the City; and
- Authorize a budget augmentation to revenues and expenses in Fund 7300 (Solid Waste Operations) for the grant amount awarded.

BACKGROUND/INTRODUCTION:

The California Department of Resources Recycling and Recovery (CalRecycle) administers the City/County Payment Program, which provides funding for beverage container recycling and litter cleanup activities. Pursuant to Public Resources Code Section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle will distribute $10.5 million in Fiscal Year 2026–27 to eligible cities and counties for these purposes. The City of Lincoln is eligible to receive $14,234 in grant funding.

The City has participated in CalRecycle's City/County Beverage Container Recycling Program since Fiscal Year 2005–06. In prior years, the City has used its noncompetitive allocation to support an educational beverage-container recycling website platform and, more recently, radio advertising through iHeartRadio.

For Fiscal Year 2026–27, staff proposes using a portion of the grant funds to pay registration costs for two City employees to attend the 2027 California Resource Recovery Association Conference in Sacramento. Attendance will support staff education and professional development related to beverage container recycling, waste diversion, litter prevention, and resource recovery programs. Because the conference will be held locally in Sacramento, no lodging expenses are anticipated.

Grant funds would also be used to purchase supplies for the City's monthly community litter

cleanup events, including trash bags, gloves, litter grabbers, and yard tools. The City also proposes to charge eligible dumpster rental and disposal costs associated with these cleanup events to the grant. Any remaining funds would be used for radio promotions to increase public awareness of the City's beverage container recycling program.

These proposed expenditures are intended to support beverage container recycling education, public outreach, litter prevention, and community cleanup activities. The expenditures also further the City's ongoing waste diversion and recycling efforts and are subject to CalRecycle program requirements and eligible-cost provisions.

To remain eligible to participate in CalRecycle's Payment Program, the City Council must adopt a resolution authorizing program administration. The proposed resolution authorizes the City Manager, or designee, to execute all documents necessary to secure and administer payments awarded to the City by CalRecycle. The resolution will remain in effect until rescinded by the City Council.

FINDINGS/ANALYSIS:

CalRecycle requires the authorizing legislative body to approve a resolution authorizing submittal of the funding application to be included along with the application. Consequently, staff requires authorization from the City Council to move forward with this grant submittal.

FISCAL IMPACT:

The City's projected funding request for FY 26-27 is $14,234. Once the grant is awarded, a budget augmentation to Fund 7300 (Solid Waste Operations) to revenues and expenses will be authorized. This grant will be administered through the Solid Waste Fund (7300).

ATTACHMENTS:

159 - Resolution Authorizing Funding Request for FY 2026-2027 Beverage Container.docx

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE APPLICATION SUBMITTAL AND RELATED AUTHORIZATIONS FOR THE CITY/COUNTY BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAM THROUGH THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions in an effort to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, Beverage Container Recycling Grants are among these types of grants made available by CalRecycle that help local governments provide opportunities for continued education on beverage container recycling and litter cleanup events; and

WHEREAS, the City is eligible to apply for this funding and use it toward CalRecycle's goal of reaching and maintaining an 80 percent recycling rate for all California refund value beverage containers - aluminum, glass, plastic and bi-metal; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, the submittal of a grant application for a recycling program is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15301 and 15308.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council does hereby find it is in the best interest of the City to adopt a resolution authorizing the City of Lincoln's funding request for the FY 2026-2027 City/County Beverage Container Recycling Payment Program; and authorize the City Manager to execute all necessary grant-related paperwork on behalf of the City; and authorize a budget augmentation to revenues and expenses in Fund 7300 (Solid Waste Operations) for the grant amount awarded.

PASSED AND ADOPTED this 13th day of October, 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.B

SUBJECT: Award the Construction Contract for CIP 706 - Corp Yard Roof Repair to Madsen Roofing & Waterproofing, Inc. (Jacob Groeser)

SUBMITTED BY: Jacob Groeser

DEPARTMENT: Engineering

DATE: October 13, 2026

STAFF RECOMMENDATION:

Staff recommends City Council adopt a resolution:

1. Authorizing the City Manager to execute a contract for construction with Madsen Roofing & Waterproofing, Inc. in the amount of $836,671 for the Corp Yard Roof Project and authorizing the City Engineer to approve change orders not to exceed $125,501;
2. A budget augmentation of $106,293 from the unencumbered balances of Funds 6200, 7110, 7210, and 7310 for a total budget augmentation of $425,172 to CIP 706 – Corp Yard Roof.

The project is funded in total by $537,000 from Funds 6200, 7110, 7210, and 7310 as part of CIP 706 – Corp Yard Roof Repair Project in FY 2026/27 Capital Improvement Budget.

BACKGROUND/INTRODUCTION:

The Capital Improvement Program for FY 2026/27 includes CIP 706 – Corp Yard Roof Project

The Corp Yard Roof Project will replace approximately 60,000 square feet of single ply PVC roofing on the City of Lincoln's Corporation Yard Building. The existing roof is well beyond its useful life and requires frequent spot repairs for leaks and other forms of damage. In addition to a new roof system, this project will also install a fall protection railing and material loading gate around the perimeter of the building.

The invitation for bids was published in the Lincoln News Messenger, and posted on Planet Bids and the City website on August 27, 2026.

FINDINGS/ANALYSIS:

Bids were received by the City Clerk at 2:00 PM on September 22, 2026. Responsive bid

proposals were received from ten contractors and are included in Attachment C.

On September 22, 2026, the following bids were received:

Contractor	Base Bid Amount
Madsen Roofing & Waterproofing, Inc.	$836,671
Mountain Roofing Systems	$1,147,401
Pacific Builders & Roofing, Inc. dba: WSP Roofing	$1,019,307
Brazos Urethane, Inc.	$1,370,702
Titans Group Corporation	$1,194,192.37
Pacific Polymers, Inc. dba: American Foam Experts	$858,070
Commercial & Industrial Roofing Co	$1,147,680.50
Wright & Wright Enterprises, Inc. dba: Western Valley Construction	$1,352,683.38
Rua and Son Mechanical, Inc.	$1,091,300
Best Contracting Services, Inc.	$991,366

Staff has reviewed the bids and recommends the City award a construction contract (Attachment B) to the lowest responsive and responsible bidder, Madsen Roofing & Waterproofing, Inc. in the amount of $836,671 for the Base Bid.

The work will commence upon award. The project is currently programmed with the following milestone schedule:

- Award Contract for Construction: October 13, 2026
- Issue Notice to Proceed: October 19, 2026
- Begin Construction: October 2026
- End Construction: December 2026

City Staff will provide construction management and inspection.

ENVIRONMENTAL REVIEW:

The proposed project qualifies for a categorical/statutory exemption under section 15301(d) – Restoration of Existing Facilities and thereby is exempt from further environmental review under the California Environmental Quality Act Guidelines. This project will not lead to any new uses of the existing Corporation Yard Building.

FISCAL IMPACT:

The project is funded in Fiscal Year 2026/27 by Funds 6200, 7110, 7210, and 7310.

Budgeted

Fund 6200	$134,250
Fund 7110	$134,250
Fund 7310	$134,250
Fund 7210	$134,250
Total Budgeted	**$537,000**

Estimated Project Costs

Construction Contract (Madsen Roofing & Waterproofing)	$836,671
Construction Contingency (15%)	$125,501
Total Estimated Costs	**$962,172**

The construction contingency is set to a conservative balance due to the unknown extent of water damage in the roof decking. Soft spots on the roof indicate there may be a large quantity of rotted wood decking that needs to be replaced after the existing roof is torn off. The contingency will be used to ensure the underlying roof decking is in good condition prior to the installation of the new roofing system.

Budget Augmentation

Fund 6200	$106,293
Fund 7110	$106,293
Fund 7310	$106,293
Fund 7210	$106,293
Total Augmentation	**$425,172**

ATTACHMENTS:
Attachment C CIP 704 Corp Yard Roof.DOC4.Bids.2026Oct13.jgroeser.pdf

Attachment B CIP 704 Corp Yard Roof.DOC3.Contract2026Oct13.jgroeser.pdf

Attachment A CIP 704 Corp Yard Roof.DOC2.Reso.2026Oct13.jgroeser.doc

BID SCHEDULE

Project: Corp Yard Roof Replacement

CIP: 706
Date: 8/27/2026
QTY By: JRG

Base Bid

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	$28,750.00	$28,750.00
2	Remove and Dispose of Existing Roof and Underlayment	59600	SF	$1.16	$69,136.00
3	Water Damage Repair (Assumed Quantity)	100	SF	$4.94	$494.00
4	Install Underlayment	59600	SF	$0.96	$57,246.00
5	Install Single-Ply Membrane Roof	59600	SF	$4.64	$276,544.00
6	Replace Conduit Support Blocks with UV-Resistant PVC	1	LS	$8,408.00	$8,408.00
7	Install PVC Roof Walkway	1750	LF	$17.27	$30,222.00
8	Install Kee Safety Rail Around Perimeter	1035	LF	$338.85	$350,709.00
9	Install Kee Pivot 6'x5' Loading Gate	1	EA	$15,162.00	$15,162.00

Madsen Roofing & Waterproofing, Inc.
CONTRACTOR

$836,671.00
PROJECT TOTAL

NOTE: All items of work required to complete this project to the included specifications such as waste disposal, layout, etc. shall be considered as included in the prices paid for related items of work and no additional compensation will be allowed therefore.

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Christian Madsen

Relationship to Bidder: President

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 9/22/2026

Signature of Bidder:

Madsen Roofing & Waterproofing, Inc. CONTRACTOR

3251 Monier Circle
Street Address

Rancho Cordova, CA 95742
City, State and Zip

916-361-3327
Telephone (Include Area Code)

Sign here:

By: Christian Madsen
Type Name

-AND-

Sign here:

By: Rosemary Reynolds
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

> (a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 N/A (None)					
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Madsen Roofing & Waterproofing, Inc.

Signature: Christian Madsen

Date: 9-22-2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, MADSEN ROOFING & WATERPROOFING, INC., as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of **TEN PERCENT (10%) OF AMOUNT BID** DOLLARS ($ **10%**). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, 2026, ~~2025~~, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Corp Yard Roofing

Contract No. CIP706-809-7110/7210

.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 18th day of September, 2026, ~~2025~~.

MADSEN ROOFING & WATERPROOFING, INC. (SEAL)

(SEAL)

(SEAL)

PRINCIPAL

THE OHIO CASUALTY INSURANCE COMPANY (SEAL)

(SEAL)

Jennifer Loper, Attorney-in-Fact (SEAL)

SURETY

1001 4th Avenue, Suite #3800

Seattle, WA 98154

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

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 San Joaquin)

On September 18, 2026 before me, Karen Amin, Notary Public
(insert name and title of the officer)

personally appeared Jennifer Loper,
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.

KAREN AMIN
COMM. #2426126
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires Dec 8, 2026
TCB2 TCB2

Signature _____ (Seal)

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213791 - 969440**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel M. Connolly, David Schnapp, Jennifer Loper, Karen Amin

all of the city of Lodi state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of September, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 the document.

State of California)
)
County of Sacramento)

On September 21, 2026 before me, Carolyn Ann Laguna, Notary Public ,
personally appeared Christian Madsen

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.

CAROLYN ANN LAGUNA
Notary Public - California
Sacramento County
Commission # 2454353
My Comm. Expires Jul 22, 2027

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL
DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 the document.

State of California)
)
County of Sacramento)

On September 21, 2026 before me, Carolyn Ann Laguna, Notary Public,
personally appeared Rosemary Reynolds

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.

CAROLYN ANN LAGUNA
Notary Public - California
Sacramento County
Commission # 2454353
My Comm. Expires Jul 22, 2027

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL
DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Sacramento)

In accordance with Public Contract Code section 7106, *(Name)* Christian Madsen, being first duly sworn, deposes and says that he/she is *(Title)* President of *(Company)* Madsen Roofing & Waterproofing, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Madsen Rooring & Waterproofing, Inc.
Name of Firm

Christian Madsen 9-22-2026
Signature Date

9-22-2026
Signature Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 26th day of September of 2025.

NOTARY PUBLIC _____

CAROLYN ANN LAGUNA
Notary Public - California
Sacramento County
Commission # 2454353
My Comm. Expires Jul 22, 2027

END OF DOCUMENT

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR			
All	Madsen Roofing & Waterproofing, Inc.	3251 Monier Circle Rancho Cordova, CA 95742	1000000193
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
No Subcontractors			

(Attach additional sheets if necessary.)

By: 

Bidders Signature

Business Information

MADSEN ROOFING & WATERPROOFING INC
P O BOX 820
RANCHO CORDOVA, CA 95741
Business Phone Number:(916) 361-3327

Entity Corporation
Issue Date 10/20/1987
Expire Date **10/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C39 - ROOFING
- B - GENERAL BUILDING
- C43 - SHEET METAL

Certifications

- ASB - ASBESTOS (Check DOSH Asbestos Registration)

1000000193 - MADSEN ROOFING & WATERPROOFING, INC.

1000000193 - MADSEN ROOFING & WATERPROOFING, INC.

Customer Account Lookup

PWCR
1000000193

Legal Entity Name
MADSEN ROOFING & WATERPROOFING, INC.

Contractor Status
DIR Approved

Doing Business As (DBA)
Madsen Roofing & Waterproofing, Inc.

CSLB
519488

Business Structure
Corporation - C corp

Business Phone
9163613327

President
Christian Madsen

Ext

Email
rosemary@madsenroof.com

Registration Start Date
2025-07-01

Registration End Date
2028-06-30

Crafts
Roofer

Address

Mailing Address
3251 Monier Circle

Physical Address
P.O. Box 820

Mailing Address - City
Rancho Cordova

Physical Address - City
Rancho Cordova

Mailing Address - State

Physical Address - State

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1_____, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Project: **Corp Yard Roof Replacement**

CIP: 706

Date: 8/27/2026

QTY By: JRG

Base Bid

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	$10,000.00	$10,000.00
2	Remove and Dispose of Existing Roof and Underlayment	59600	SF	$2.00	$119,200.00
3	Water Damage Repair (Assumed Quantity)	100	SF	$50.00	$5,000.00
4	Install Underlayment	59600	SF	$1.50	$89,400.00
5	Install Single-Ply Membrane Roof	59600	SF	$5.50	$327,800.00
6	Replace Conduit Support Blocks with UV-Resistant PVC	1	LS	$5,000.00	$5,000.00
7	Install PVC Roof Walkway	1750	LF	$5.70	$9,975.00
8	Install Kee Safety Rail Around Perimeter	1035	LF	$277.00	$286,695.00
9	Install Kee Pivot 6'x5' Loading Gate	1	EA	$5,000.00	$5,000.00

Pacific Polymers, Inc. DBA American Foam Experts

CONTRACTOR

$858,070.00

PROJECT TOTAL

NOTE: All items of work required to complete this project to the included specifications such as waste disposal, layout, etc. shall be considered as included in the prices paid for related items of work and no additional compensation will be allowed therefore.

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Bobby James Stepps

Relationship to Bidder: President

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 09/21/2026

Signature of Bidder:

Pacific Polymers, Inc.
DBA American Foam Experts CONTRACTOR

165 Enterprise Court
Street Address

Galt, CA 95632
City, State and Zip

209-748-2662
Telephone (Include Area Code)

Sign here:

By: Bobby Stepps President
Type Name

-AND-

Sign here:

By: Bobby Stepps Vice President
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The **name**, the **location** of the place of business, the **California contractor license number**, and **public works contractor registration number** issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 N/A-None					
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Pacific Polymers, Inc. DBA American Foam Experts

Signature: 

Date: 09/21/2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Pacific Polymers, Inc. dba American Foam Experts, as Principal, and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Total Amount of the Bid DOLLARS ($ 10%). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, 2026, ~~2025~~, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Corp Yard Roofing
City of Lincoln, Placer County, California
.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 22nd day of September, 2026, ~~2025~~.

Pacific Polymers, Inc. dba
American Foam Experts (SEAL)

Bobby Stepp president (SEAL)

Bobby Stepp secretary (SEAL)

PRINCIPAL

Merchants Bonding Company (Mutual) (SEAL)

(SEAL)

Patricia Zenizo, Attorney-In-Fact (SEAL)

SURETY

P.O. Box 14498,

Des Moines, IA 50306

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

CALIFORNIA ALL-PURPOSE 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 Los Angeles)

On SEP 22 2026 before me, Pietro Daniel Micciche, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Patricia Zenizo
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.

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.

PIETRO DANIEL MICCICHE
Notary Public - California
Los Angeles County
Commission # 2505284
My Comm. Expires Nov 24, 2028

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Angel Nunez; Elsa Escobar; Patricia Zenizo; Peter Micciche

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of July , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 25th day of July 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of September, 2026

Secretary

POA 0018 (5/25)

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Sacramento)

In accordance with Public Contract Code section 7106, *(Name)* Bobby Stepps, being first duly sworn, deposes and says that he/she is *(Title)* President of *(Company)* Pacific Polymers, Inc. DBA American Foam Experts, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Pacific Polymers, Inc. DBA American Foam Experts
Name of Firm

Signature	President	09/21/2026 Date
Signature	Secretary	09/21/2026 Date

MAEGEN RAPP
Notary Public - California
Sacramento County
Commission # 2552215
My Comm. Expires Apr 6, 2030

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 21 day of September of 2025.

NOTARY PUBLIC Maegan Rapp

END OF DOCUMENT

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Pacific Polymers, Inc. DBA American Foam Experts	165 Enterprise Court Galt, CA 95632	1000026412
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
N/A-No subcontractors			

(Attach additional sheets if necessary.)

By: _____

Bidders Signature

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

BID SCHEDULE

Project: Corp Yard Roof Replacement

CIP: 706

Date: 8/27/2026

QTY By: JRG

Base Bid

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	$5,000.00	$5,000.00
2	Remove and Dispose of Existing Roof and Underlayment	59600	SF	$1.5	$84,000.00
3	Water Damage Repair (Assumed Quantity)	100	SF	$16.00	$1,600.00
4	Install Underlayment	59600	SF	$1.56	$92,976.00
5	Install Single-Ply Membrane Roof	59600	SF	$6.90	$411,240.00
6	Replace Conduit Support Blocks with UV-Resistant PVC	1	LS	$15,000.00	$15,000.00
7	Install PVC Roof Walkway	1750	LF	$21.00	$36,750.00
8	Install Kee Safety Rail Around Perimeter	1035	LF	$320.00	$331,200.00
9	Install Kee Pivot 6'x5' Loading Gate	1	EA	$13,600.00	$13,600.00

Best Contracting Services, Inc.
CONTRACTOR

$991,366.00
PROJECT TOTAL

NOTE: All items of work required to complete this project to the included specifications such as waste disposal, layout, etc. shall be considered as included in the prices paid for related items of work and no additional compensation will be allowed therefore.

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Sean Tabazadeh, President/CEO/Secretary

Relationship to Bidder: Owner

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: September 22, 2026

Signature of Bidder:

Best Contracting Services, Inc. CONTRACTOR

19027 S. Hamilton Ave.
Street Address

Gardena, California 90248
City, State and Zip

(310) 328-6969
Telephone (Include Area Code)

Sign here:

By: Sean Tabazadeh, President
Type Name

-AND-

Sign here:

By: Sean Tabazadeh, CEO/Secretary
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **456263** Entity CORP

Business Name BEST CONTRACTING SERVICES INC

Classification(s) C39 B A C43 C17

Expiration Date 05/31/2028 www.cslb.ca.gov

BA20250066521

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20250066521

Date Filed: 1/9/2025

Entity Details

Corporation Name	BEST CONTRACTING SERVICES, INC.
Entity No.	1158028
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	19027 S. HAMILTON AVE., GARDENA, CA 90248

Mailing Address of Corporation

Mailing Address	19027 S. HAMILTON AVE., GARDENA, CA 90248
Attention	

Street Address of California Office of Corporation

Street Address of California Office	19027 S. HAMILTON AVE., GARDENA, CA 90248

Officers

Officer Name	Officer Address	Position(s)
▪ SEAN TABAZADEH	19027 S. HAMILTON AVE., GARDENA, CA 90248	Chief Executive Officer, Chief Financial Officer, Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
+ KAYHAN MODIR-FATEMI	19027 HAMILTON AVE., GARDENA, CA 90248	Other	Executive Vice President

Directors

Director Name	Director Address
Sean Tabazadeh	19027 S. Hamilton Ave., Gardena, CA 90248

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	RAFIK AYVAZI
Agent Address	11467 TWIN HILLS AVE., PORTER RANCH, CA 91326

Type of Business

Type of Business	CONSTRUCTION

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

B3337-8140 01/09/2025 5:46 PM Received by California Secretary of State

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Wualfre Salazar	*01/09/2025*
Signature	Date

B3337-8141 01/09/2025 5:46 PM Received by California Secretary of State

July 29, 2025

To Whom It May Concern:

This communication is to notify you that effective March 23, 2007 our company name, Best Roofing & Waterproofing, Inc. has been changed to Best Contracting Services, Inc. Kindly update your records accordingly.

Sean Tabazadeh,
President/CEO/Secretary

19027 S. Hamilton Ave., Gardena, CA 90248
Tel: (310) 328-6969 Fax: (310) 328-9176
www.bestcontracting.com info@bestcontracting,com
An Equal Opportunity Employer

GSA Approved Contractor

A0658529

LT

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 2 3 2007

Debra Bowen

DEBRA BOWEN
Secretary of State

A0658529

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAR 19 2007

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION OF
BEST ROOFING & WATERPROOFING, INC.

The undersigned certify that:

1. They are the President and Secretary, respectively, of Best Roofing & Waterproofing, Inc., a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows: The name of this corporation is Best Contracting Services, Inc.
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Section 902, California Corporation Code. The total number of outstanding shares of the corporation is 100. The number of shares voting in favor of amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: March 15, 2007

Moji Tabazadeh, President

Sean Tabazadeh, Secretary

OFFICE OF THE SECRETARY OF STATE

1052840

ENDORSED-FILED
In the office of the Secretary of State
of the State of California

MAR 2 6 1999

BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION OF

TABA DEVELOPMENT CO., INC.

Mojitaba Tabazadeh and Sean Tabazadeh certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of Taba Development Co., Inc., a California corporation.

2. The Board of Directors of Taba Development Co., Inc. has approved the following amendment to Article I of the Articles of Incorporation of said corporation:

"I

The name of this corporation is Best Roofing & Waterproofing, Inc."

3. The amendment has been approved by the required vote of the shareholders in accordance with Sections 902 and 903 of the California Corporations Code. The corporation has only one outstanding class of shares. Each outstanding share is entitled to only one vote. The corporation has 100 shares outstanding, and, hence, the total number of shares entitled to vote with respect to the amendment was 100. All 100 shares were voted in favor of the Amendment.

Mojitaba Tabazadeh, Chief Executive Officer

Sean Tabazadeh, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct of her own personal knowledge, and that this declaration was executed on March 25, 1999.

Mojitaba Tabazadeh

Sean Tabazadeh

OFFICE OF THE SECRETARY OF STATE

BEST CONTRACTING SERVICES, INC.
JOINT MINUTES OF BOARD OF DIRECTORS AND SHAREHOLDERS MEETINGS

Date:	December 31, 2018
Place:	19027 S. Hamilton Ave., Gardena, California
Nature of Meeting:	Annual
Meeting called by:	President
Notice:	Was waived
Directors present:	Modjtaba Tabazadeh, Sean Tabazadeh, Fatemeh Tabazadeh
Directors absent:	
Shareholder present:	Sean Tabazadeh (individually and on behalf of LLC)
Shareholders absent:	None
Others present:	None

1. Call to Order

The joint meeting of directors and shareholders was called to order at 1:30 p.m. by Modjtaba Tabazadeh, the President of the Corporation who announced that a quorum was present. The President further announced that this meeting was held pursuant to written waiver of notice and consent to the holding of this meeting. The waiver and consent was presented to this meeting and, on a motion duly made, seconded and unanimously carried, was made a part of the records and ordered inserted in the corporation's Minute Book immediately preceding the records of this meeting.

2. Approval of Prior Minutes

The Minutes of the last meeting of directors and shareholders were then read and approved.

3. Adoption of Resolution

The following resolution was considered by the Board and adopted by majority vote of the directors present:

WHEREAS, the President stated that we need to add another authorized signatory to the Bank of the West bank accounts.

NOW, THEREFORE, BE IT RESOLVED, that the following person(s) are now authorized signers on the Bank of the West bank accounts:

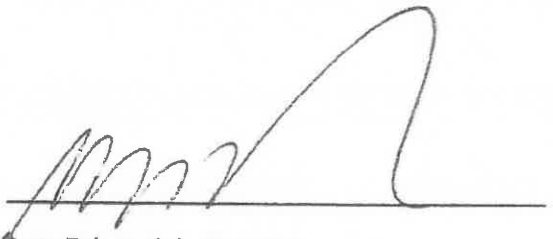
Kayhan Fatemi - -Executive Vice President

Voting for:	Modjtaba Tabazadeh, Sean Tabazadeh, Fatameh Tabazadeh
Voting against:	None
Abstaining:	None

4. Adjournment

There being no further business to come before the meeting, upon motion duly made, the meeting was adjourned at 1:45 p.m.

Date: December 31, 2018



Sean Tabazadeh, Secretary

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Los Angeles)

In accordance with Public Contract Code section 7106, *(Name)* Sean Tabazadeh, being first duly sworn, deposes and says that he/she is *(Title)* President/CEO/Secretary of *(Company)* Best Contracting Services, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Best Contracting Services, Inc.
Name of Firm

September 18, 2026
Signature Sean Tabazadeh, President Date

SEE ATTACHED NOTARY

September 18, 2026
Signature Sean Tabazadeh, CEO/Secretary Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this _____ day of _____ of 2026.

NOTARY PUBLIC _____

END OF DOCUMENT

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

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 Los Angeles

Subscribed and sworn to (or affirmed) before me on this 18TH day of SEPTEMBER, 20 26, by
Date *Month* *Year*

(1) Sean Tabazadeh

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

CHRISTINE CHAN NGUYEN
Notary Public - California
Los Angeles County
Commission # 2548344
My Comm. Expires Feb 20, 2030

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: Noncollusion Affidavit: City of Lincoln Corp Yard Roof

Document Date: SEP 18 2026 Number of Pages: _____

Signer(s) Other Than Named Above: no other signers

©2019 National Notary Association

DESIGNATION OF SUBCONTRACTORS

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The **name**, the **location** of the place of business, the **California contractor license number**, and **public works contractor registration number** issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 None					
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Best Contracting Services, Inc.

Signature: _____
Sean Tabazadeh, President/CEO/Secretary

Date: September 22, 2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

CA

1000000563 - BEST CONTRACTING SERVICES, INC.

Customer Account Lookup

PWCR

1000000563

Contractor Status

DIR Approved

CSLB

456263

Business Phone

3103286969

Ext

Registration Start Date

2025-07-01

Legal Entity Name

BEST CONTRACTING SERVICES, INC.

Doing Business As (DBA)

BEST CONTRACTING SERVICES, INC.

Business Structure

-- None --

President

Sean Taba

Email

info@bestcontracting.com

Registration End Date

2028-06-30

Crafts

Roofing Sheet Metal Worker Glazier Carpenter and Related Trades

Address

Mailing Address

19027 S. HAMILTON AVENUE

Mailing Address - City

GARDENA

Mailing Address - State

CA

Mailing Address - Zip

90248

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (0)

Terms & Conditions
Privacy Policy
Disclaimer
Nondiscrimination Notice
Accessibility
dir.ca.gov

Copyright 2024 State of California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Best Contracting Services, Inc., as Principal, and The Hanover Insurance Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of 10% of Bid Amount DOLLARS ($_____). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, 2026, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

City of Lincoln
Contract #: CIP706-809-7110/7210
City of Lincoln Corp Yard Roof.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 14th day of September, 2025.

(SEAL)

Sean Tabazadeh, President/CEO/Secretary (SEAL)

Best Contracting Services, Inc. (SEAL)

PRINCIPAL

(SEAL)

Patrick T. Moughan, Attorney-in-Fact (SEAL)

The Hanover Insurance Company (SEAL)

SURETY

5 Hutton Centre Dr., Ste 1060,

Santa Ana, CA 92707

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Los Angeles }

On SEP 14 2026 before me, Zipporah Kiger, Notary Public (Here insert name and title of the officer),

personally appeared Patrick T. Moughan,
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.

ZIPPORAH KIGER
Notary Public - California
Los Angeles County
Commission # 2528028
My Comm. Expires Aug 21, 2029

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, and/or Malia Kiger

Of **Global Risk, LLC of Los Angeles, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed One Hundred Million and No/100 ($100,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **7th** day of **January 2026**

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Bryan J. Salvatore, Executive Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this **7th** day of **January, 2026** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

WENDY LATOURNES
Notary Public, State of Connecticut
My Commission Expires July 31, 2030

Wendy Latournes, Notary Public
My commission expires, July 31, 2030

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 14th day of September, 2026.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Best Contracting Services, Inc.	19027 S. Hamilton Ave. Gardena, CA 90248	1000000563
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
	None		

(Attach additional sheets if necessary.)

By: _____ Sean Tabazadeh, President/CEO/Secretary

Bidders Signature

City of Lincoln
Live. Life. Lincoln

CORP YARD ROOFING
C.I.P. 706
ADDENDUM NO. 1

Dated: (September 16, 2026)

Dear Plan Holders:

BID OPENING: September 22nd at 2:00 p.m.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by writing "**#1**" in the space provided on the cover sheet of the Bid Form. Failure to do so may subject Bidder to disqualification.

Notice is hereby given that the Plans and Specifications for Corp Yard Roofing C.I.P. 706 have been revised as follows:

This Addendum is issued to reflect changes, clarifications and additions to the plans and project manual:

1. CLARIFICATIONS

ITEM	
1.1	Question: What is the required warranty period? Response: The Contractor will be responsible for furnishing a 10% 1-Year warranty bond.
	Question: What is the performance period? Response: The project is currently scheduled for 30 working days.
	Question: What is the tear-down depth? Response: The existing assembly should be removed down to the decking so that areas of dry rot can be exposed and fixed. Densdeck should be removed and replaced with new material.
	Question: Will insulation be required? Response: No insulation will be required.
	Question: Is Kee Lite aluminum acceptable for the guard rails? Response: Yes, this is listed in the Kee Specification package.

	Question: Will the guardrail system be ballasted or directly attached? Response: The guardrail system should be ballasted.
	Question: Are safety screens required for the skylights? Response: No modifications will be made to the skylights. No screens will be required.
	Question: Will the new system be fully adhered or mechanically fastened? Response: The new system will be mechanically fastened.
	Question: Will the gutters and downspouts need to be replaced? Response: No, the existing ones will remain.
	Question: How will deck repairs beyond the 100 s.f. be paid for? Response: The intention is to use the unit rate provided in the bid schedule to pay for repairs beyond 100 s.f. via a contract change order.
	Question: Is there any asbestos in the current roof? Response: The current roof contain no asbestos.
	Question: Will any curbing around existing mechanical equipment require extension? Response: Existing curbs will remain as is. No extensions will be required.

2. SPECIFICATIONS

ITEM	
2.1	**Not used.**

3. DRAWINGS

ITEM	
3.1	**Project Plans Drawings:**

Any bid proposal not in compliance with this Addendum may be rejected.

Jacob Groeser

Jacob Groeser, Project Manager

9-16-2026

Date of Issuance

END OF ADDENDUM 1

III. BID PROPOSAL, DESIGNATION OF SUBCONTRACTORS FORM, BIDDER'S BOND & NON-COLLUSION AFFIDAVIT

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

BID SCHEDULE

Project: Corp Yard Roof Replacement

CIP: 706
Date: 8/27/2026
QTY By: JRG

Base Bid

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	$5,000.00	$5,000.00
2	Remove and Dispose of Existing Roof and Underlayment	59600	SF	$2.70	$160,920.00
3	Water Damage Repair (Assumed Quantity)	100	SF	$25.00	$2,500.00
4	Install Underlayment	59600	SF	$2.00	$119,200.00
5	Install Single-Ply Membrane Roof	59600	SF	$10.98	719,720.00
6	Replace Conduit Support Blocks with UV-Resistant PVC	1	LS	$45.00	$45.00
7	Install PVC Roof Walkway	1750	LF	$19.50	$34,125.00
8	Install Kee Safety Rail Around Perimeter	1035	LF	$298.00	$308,430.00
9	Install Kee Pivot 6'x5' Loading Gate	1	EA	$20,762.00	$20,762.00

Brazos Urethane, Inc.
CONTRACTOR

$1,370,702.00
PROJECT TOTAL

NOTE: All items of work required to complete this project to the included specifications such as waste disposal, layout, etc. shall be considered as included in the prices paid for related items of work and no additional compensation will be allowed therefore.

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Howard W. Scoggins, III & Bonnie Strickler

Relationship to Bidder: [redacted]/Coworkers

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 9/21/26

Signature of Bidder:

Brazos Urethane, Inc. CONTRACTOR

28770 Ave 14 1/2
Street Address

Madera, CA 93638
City, State and Zip

559-674-1111
Telephone (Include Area Code)

Sign here: Howard W. Scoggins III

By: Howard W. Scoggins, III
Type Name

-AND-

Sign here:

By: Shelby Scoggins
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 Tear Off	11%	B&M Tear Off	Brentwood, CA	769864	1000009312
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Brazos Urethane, Inc.

Signature: _____

Date: 9/21/26

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brazos Urethane, Inc., as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Greatest Amount Bid DOLLARS ($10% G.A.B.). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, 2026, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Corp Yard Roofing
2100 Flightline Drive
City of Lincoln, Placer County, California.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 18th day of September, 2026

Brazos Urethane, Inc. (SEAL)

(SEAL)

Howard W. Scoggins III, President (SEAL)

PRINCIPAL

Merchants Bonding Company (Mutual) (SEAL)

(SEAL)

Donna Weinel, Attorney-in-Fact (SEAL)

SURETY

P.O. Box 14498

Des Moines, Iowa 50306-3498

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bryan Burkhart; Donna Weinel; G C Blystone Jr; Jennifer Mitchell; Mark Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of May , 2026 .

MERCHANTS BONDING COMPANY (INCORPORATED) -o- 1933 (MUTUAL)
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 14th day of May 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of September , 2026 .

MERCHANTS BONDING COMPANY (INCORPORATED) -o- 1933 (MUTUAL)
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

Certificate of Acknowledgement:

State of Texas
County of Galveston

On this 18th day of September in the year of 2026 before me, a notary public in and for the county and state aforesaid, personally appeared, Donna Weinel known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of Merchants Bonding Company (Mutual) and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

JENNIFER MITCHELL
Notary Public, State of Texas
My Commission Expires
July 02, 2029
NOTARY ID 133186907

Jennifer Mitchell
Notary Public

No. 2482-8

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Merchants Bonding Company (Mutual)

of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety, Liability, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 1st day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1st day of October, 2015.*

Dave Jones
Insurance Commissioner

By

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF ~~CALIFORNIA~~ Texas) ss.
COUNTY OF Galveston)

In accordance with Public Contract Code section 7106, *(Name)* Howard W. Scoggins, III & Shelby Scoggins, being first duly sworn, deposes and says that he/she is *(Title)* President & Secretary of *(Company)* Brazos Urethane, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of ~~California~~ Texas

Brazos Urethane, Inc.
Name of Firm

Howard W. Scoggins III 9/21/26
Signature Date

Shelby Scoggins 9/21/26
Signature Date

JANETTE POLIVKA
Notary Public, State of Texas
Comm. Expires 04-22-2028
Notary ID 130632074

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 21st day of September of 2026.

NOTARY PUBLIC Janette Polivka

END OF DOCUMENT

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Brazos Urethane, Inc.	Madera, CA	1000005672
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Tear Off	B&M Tear Off	Brentwood, CA	1000009312

(Attach additional sheets if necessary.)

By: _____

Bidders Signature

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

BID SCHEDULE

Project: Corp Yard Roof Replacement

CIP: 706
Date: 8/27/2026
QTY By: JRG

Base Bid

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	$12,000.00	$12,000.00
2	Remove and Dispose of Existing Roof and Underlayment	59600	SF	$2.52	$150,192.00
3	Water Damage Repair (Assumed Quantity)	100	SF	$8.00	$800.00
4	Install Underlayment	59600	SF	$1.83	$109,068.00
5	Install Single-Ply Membrane Roof	59600	SF	$7.64	$455,344.00
6	Replace Conduit Support Blocks with UV-Resistant PVC	1	LS	$8,500.00	$8,500.00
7	Install PVC Roof Walkway	1750	LF	$33.80	$59,150.00
8	Install Kee Safety Rail Around Perimeter	1035	LF	$322.90	$334,201.50
9	Install Kee Pivot 6'x5' Loading Gate	1	EA	$18,425.00	$18,425.00

COMMERCIAL & INDUSTRIAL ROOFING CO INC
CONTRACTOR

$1,147,680.50
PROJECT TOTAL

NOTE: All items of work required to complete this project to the included specifications such as waste disposal, layout, etc. shall be considered as included in the prices paid for related items of work and no additional compensation will be allowed therefore.

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Barry Lee Turnour

Relationship to Bidder: PRESIDENT

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 09/21/2026

Signature of Bidder:

Commercial & Industrial Roofing Co Inc. CONTRACTOR

9239 Olive Dr., Spring Valley, Ca. 91977
Street Address

City, State and Zip

619-465-3737
Telephone (Include Area Code)

Sign here:

By: Barry Lee Turnour, PRESIDENT
Type Name

-AND-

Sign here:

By: Lindsay Merziotis - Vice President/Secretary
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 Tear off /Demo/ Abatement	15%	Klondike Construction Services, Inc.	592 E. State St. ONTARIO CA. 91761	990645	1000008336
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: COMMERCIAL & INDUSTRIAL ROOFING CO INC

Signature: 

Date: 09/21/2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Commercial & Industrial Roofing Co., Inc., as Principal, and Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Total Amount Bid DOLLARS ($ 10%). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, 2026, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Corp Yard Roofing, CIP 706 / Contract No. CIP706-809-7110/7210
Location: 2100 Flightline Drive, Lincoln, CA 95648
.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 18th day of September, 2026.

Commercial & Industrial Roofing Co., Inc. (SEAL)

(SEAL)

Barry Lee Turnour, President (SEAL)

PRINCIPAL

Atlantic Specialty Insurance Company (SEAL)

(SEAL)

Lawrence F. McMahon, Attorney-in-Fact (SEAL)

SURETY

222 S Harbor Blvd. #900

Anaheim, CA 92805

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

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 San Diego)

On September 18, 2026 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,
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 _____ **(Seal)**

CSC1 MINNA HUOVILA
COMM. #2473536
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
DECEMBER 6, 2027 CSC1

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **James D. Castle, Janice Martin, John R. Qualin, Lawrence F. McMahon, Maria Vhanneza Guise, Sarah Myers, Tara Bacon**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of September, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF San Diego)

In accordance with Public Contract Code section 7106, *(Name)* Barry Lee Turnour, being first duly sworn, deposes and says that he/she is *(Title)* President of *(Company)* COMMERCIAL & INDUSTRIAL ROOFING CO INC, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

COMMERCIAL & INDUSTRIAL ROOFING CO INC
Name of Firm

Signature 9/21/26 Date

Signature 9/21/2026 Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 21st day of September of ~~2025~~ 2026.

NOTARY PUBLIC

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 SAN DIEGO
Subscribed and sworn to (or affirmed) before me on 21ST SEPTEMBER 2026 by BARRY LEE TURNOUR AND LINDSAY LEE MERZIOTIS
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

RUDOLPH ORTIZ
Notary Public - California
San Diego County
Commission # 2460981
My Comm. Expires Aug 26, 2027

END OF DOCUMENT

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	COMMERCIAL & INDUSTRIAL ROOFING CO INC	9239 Olive Dr., Spring Valley, Ca. 91977	1000001851
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Tear off 15%	Klondike Construction Services Inc.	592 E. State St Ontario CA 91761	1000083336

(Attach additional sheets if necessary.)

By: _____ Barry Lee Turnour, PRESIDENT

Bidders Signature

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) MPB, 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

BID SCHEDULE

Project: **Corp Yard Roof Replacement**

CIP: 706

Date: 8/27/2026

QTY By: JRG

Base Bid

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		10,000.00
2	Remove and Dispose of Existing Roof and Underlayment	59600	SF	3.53	210,000.00
3	Water Damage Repair (Assumed Quantity)	100	SF	18	1800.00
4	Install Underlayment	59600	SF	2.61	155,497.00
5	Install Single-Ply Membrane Roof	59600	SF	5.04	300,208.00
6	Replace Conduit Support Blocks with UV-Resistant PVC	1	LS		16,071.00
7	Install PVC Roof Walkway	1750	LF	19.14	33,500.00
8	Install Kee Safety Rail Around Perimeter	1035	LF	384.85	398,325.00
9	Install Kee Pivot 6'x5' Loading Gate	1	EA		22,000.00

CONTRACTOR

1,147,401.00

PROJECT TOTAL

NOTE: All items of work required to complete this project to the included specifications such as waste disposal, layout, etc. shall be considered as included in the prices paid for related items of work and no additional compensation will be allowed therefore.

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Donnie O'Neal - Mountain Roofing Systems

Relationship to Bidder: President

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 9-21-2026

Signature of Bidder:

Mountain Roofing Systems CONTRACTOR
Donnie O'Neal - President

Sign here:

By: Donnie O'Neal - President
Type Name

-AND-

Sign here:

By: _____
Type Name

4640 Chrome Ridge Ct.
Street Address

Placerville, Ca 95667
City, State and Zip

530-647-0653
Telephone (Include Area Code)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The **name**, the **location** of the place of business, the **California contractor license number**, and **public works contractor registration number** issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 Tear off	10%	Alpine Demo	PO Box 292427 Sacramento, Ca 95829	970252	1000057520
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Mountain Roofing Systems

Signature: _____

Date: 9-21-2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Mountain Roofing Systems, as Principal, and Merchants Bonding Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Total Bid Amount DOLLARS ($ 10%). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, 2026, ~~2025~~ XXXX has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Re-Roof Corporate Yard located at 2100 Flighline Drive, Lincold

RE-Roof to include remove and replace.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 8th day of September, 2025X 26

Mountain Roofing Systems (SEAL)

(SEAL)

Donnie O'Neal President (SEAL)

PRINCIPAL

Merchants Bonding Company (SEAL)

(SEAL)

Ryan Stephen Cummings, Attorney-in-fact (SEAL)

SURETY

6700 Westown Pkwy, West Des Moines, IA

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

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 Contra Costa }

On September 8, 2026 before me, C. P. Cartagena, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Ryan Cummings
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.

C. P. CARTAGENA
Notary Public - California
Contra Costa County
Commission # 2495418
My Comm. Expires Aug 22, 2028

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 C P Cartagena
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: Mountain Roofing Sys. - Bidder's Bond
Document Date: Sept. 8, 2026 Number of Pages: 4
Signer(s) Other Than Named Above: D. O'Neal

Capacity(ies) Claimed by Signer(s)

Signer's Name: R. Cummings	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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Michelle D Stanwood; Ryan Stephen Cummings; Steven A Callaway; Theresa R Baner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of May , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of May 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September , 2026 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF El Dorado)

In accordance with Public Contract Code section 7106, *(Name)* Donnie O'Neal, being first duly sworn, deposes and says that he/she is *(Title)* President of *(Company)* Mountain Roofing Systems the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Mountain Roofing Systems
Name of Firm

Signature 9-10-24
Date

Signature
Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 10 day of September of 2026

NOTARY PUBLIC

END OF DOCUMENT

ADAM HACK
COMM. #2497925
Notary Public · California
El Dorado County
Comm. Expires Aug 18, 2028

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Mountain Roofing Systems	4640 Chrome Ridge Ct Placerville Ca 95667	1000051049
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Tear off	Alpine Demolition Services	PO Box 292427 Sacramento, Ca 95829	1000057520

(Attach additional sheets if necessary.)

By: _____
Bidders Signature

City of Lincoln
Live. Life. Lincoln

CORP YARD ROOFING
C.I.P. 706
ADDENDUM NO. 1

Dated: (September 16, 2026)

Dear Plan Holders:

BID OPENING: September 22nd at 2:00 p.m.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by writing "**#1**" in the space provided on the cover sheet of the Bid Form. Failure to do so may subject Bidder to disqualification.

Notice is hereby given that the Plans and Specifications for Corp Yard Roofing C.I.P. 706 have been revised as follows:

This Addendum is issued to reflect changes, clarifications and additions to the plans and project manual:

1. CLARIFICATIONS

ITEM	
1.1	Question: What is the required warranty period? Response: The Contractor will be responsible for furnishing a 10% 1-Year warranty bond.
	Question: What is the performance period? Response: The project is currently scheduled for 30 working days.
	Question: What is the tear-down depth? Response: The existing assembly should be removed down to the decking so that areas of dry rot can be exposed and fixed. Densdeck should be removed and replaced with new material.
	Question: Will insulation be required? Response: No insulation will be required.
	Question: Is Kee Lite aluminum acceptable for the guard rails? Response: Yes, this is listed in the Kee Specification package.

	Question: Will the guardrail system be ballasted or directly attached? Response: The guardrail system should be ballasted.
	Question: Are safety screens required for the skylights? Response: No modifications will be made to the skylights. No screens will be required.
	Question: Will the new system be fully adhered or mechanically fastened? Response: The new system will be mechanically fastened.
	Question: Will the gutters and downspouts need to be replaced? Response: No, the existing ones will remain.
	Question: How will deck repairs beyond the 100 s.f. be paid for? Response: The intention is to use the unit rate provided in the bid schedule to pay for repairs beyond 100 s.f. via a contract change order.
	Question: Is there any asbestos in the current roof? Response: The current roof contain no asbestos.
	Question: Will any curbing around existing mechanical equipment require extension? Response: Existing curbs will remain as is. No extensions will be required.

2. SPECIFICATIONS

ITEM	
2.1	**Not used.**

3. DRAWINGS

ITEM	
3.1	**Project Plans Drawings:**

Any bid proposal not in compliance with this Addendum may be rejected.

Jacob Groeser

Jacob Groeser, Project Manager

9-16-2026

Date of Issuance

END OF ADDENDUM 1

III. BID PROPOSAL, DESIGNATION OF SUBCONTRACTORS FORM, BIDDER'S BOND & NON-COLLUSION AFFIDAVIT

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

BID SCHEDULE

Project: Corp Yard Roof Replacement

CIP: 706
Date: 8/27/2026
QTY By: JRG

Base Bid

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	23,000.00	23,000.00
2	Remove and Dispose of Existing Roof and Underlayment	59600	SF	2.25	134,100.00
3	Water Damage Repair (Assumed Quantity)	100	SF	10.00	1,000.00
4	Install Underlayment	59600	SF	1.27	75,692.00
5	Install Single-Ply Membrane Roof	59600	SF	7.75	461,900.00
6	Replace Conduit Support Blocks with UV-Resistant PVC	1	LS	11,900.00	11,900.00
7	Install PVC Roof Walkway	1750	LF	24.00	42,000.00
8	Install Kee Safety Rail Around Perimeter	1035	LF	249.00	257,715.00
9	Install Kee Pivot 6'x5' Loading Gate	1	EA	12,000.00	12,000.00

Pacific Builders & Roofing, Inc. dba: WSP Roofing
CONTRACTOR

$1,019,307.00
PROJECT TOTAL

NOTE: All items of work required to complete this project to the included specifications such as waste disposal, layout, etc. shall be considered as included in the prices paid for related items of work and no additional compensation will be allowed therefore.

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Paciific Builders & Roofing dba: WSP Roofing

Relationship to Bidder: Vice President & Secretary

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 9/18/2026

Signature of Bidder:

Pacific Builders & Roofing, Inc.
dba: WSP Roofing CONTRACTOR

4580 Cavitt Stallman Road
Street Address

Granite Bay, CA 95746
City, State and Zip

916-784-6655
Telephone (Include Area Code)

Sign here:

By: David Tanner
Type Name

-AND-

Sign here:

By: Scott Tanner
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 NO SUBS					
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Pacific Builders & Roofing, Inc. dba: WSP Roofing

Signature: _____

Date: 9/18/2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Pacific Builders & Roofing, Inc. dba: WSP Roofing, as Principal, and Harco National Insurance Company as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Total Amount Bid---------- DOLLARS ($10% of Total Bid). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, *2026*, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Corp Yard Roofing, Contract #: CIP706-809-7110/7210

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 16th day of September, 2026.

Pacific Builders & Roofing, Inc.
dba: WSP Roofing (SEAL)

(SEAL)

Ryan Heaton, General Manager (SEAL)

PRINCIPAL

Harco National Insurance Company (SEAL)

(SEAL)

Elizabeth Collodi, Attorney-in-Fact (SEAL)

SURETY

4200 Six Forks Road, Suite 1400

Raleigh, NC 27609
Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

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 Butte)

On September 16, 2026 before me, Quentin J Thomas, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
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 _____ (Seal)

ARS3 QUENTIN J THOMAS COMM. # 2565169 NOTARY PUBLIC · CALIFORNIA COUNTY OF BUTTE Comm. Expires AUG. 24, 2030 ARS3

POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ELIZABETH COLLODI, JOHN WEBER, JASON MARCH, SARA WALLISER, CASSANDRA MEDINA, BREANNA BOATRIGHT, DEANNA QUINTERO, SAMANTHA WATKINS, KATHLEEN LE, QUENTIN THOMAS, SAMIE NAAKE, TONY CLARK, JOHN HOPKINS, JENNIFER LAKMANN, MINDY WHITEHOUSE, STEVEN L. WILLIAMS, MATTHEW FOSTER, SHARON SMITH

Chico, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1964 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 16, 2026

A00447

Irene Martins, Assistant Secretary

NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Placer)

In accordance with Public Contract Code section 7106, *(Name)* David Tanner & Scott Tanner, being first duly sworn, deposes and says that he/she is *(Title)* Vice President & Secretary of *(Company)* Pacific Builders & Roofing Inc., dba: WSP Roofing, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Pacific Builders & Roofing Inc., dba: WSP Roofing
Name of Firm

Signature 9/17/2026 Date

Signature 9/17/2026 Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this _____ day of _____ of *2025*.

NOTARY PUBLIC _____

See Attached Acknowledgment or Jurat

See Attached Acknowledgment or Jurat

END OF DOCUMENT

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

Subscribed and sworn to (or affirmed) before me on this 17th day of September, 20 26, by David Tanner,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

GERGANA MUDROVA
COMM. #2515350
Notary Public · California
El Dorado County
Comm. Expires Mar. 25, 2029

(Seal)

Signature

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

Subscribed and sworn to (or affirmed) before me on this 17th day of September, 20 26, by Scott Tanner,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

GERGANA MUDROVA
COMM. #2515350
Notary Public · California
El Dorado County
Comm. Expires Mar. 25, 2029

(Seal)

Signature

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Pacific Builders & Roofing, Inc. dba: WSP Roofing	4580 Cavitt Stallman Rd. Granite Bay, CA 95746	1000000927
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
NO SUBS			

(Attach additional sheets if necessary.)

By: _____

Bidders Signature

Pacific Builders & Roofing dba: WSP Roofing
A California Corporation

BOARD OF DIRECTORS RESOLUTION

The annual meeting of the Board of Directors of Pacific Builders & Roofing dba: WSP Roofing a corporation organized under the laws of the State of California was held at the principal office of the Corporation in the city and state of Granite Bay, CA on the 19th day of December 2025

In attendance at this annual meeting are as follows:

John D. Tanner	Wilfredo Campos
Ryan Heaton	Dallin Stoeltzing
David Tanner	Christian Garcia Mora
Scott Tanner	

Approved that John Tanner, Scott Tanner, David Tanner & Ryan Heaten are to be the only officers to execute contract documents eni Trowbridge & Ryan Heaton are authorized to sign bid documents as Bid Agents, Bid bonds, Performance & Payment bonds and all pre-qualification documentation.

It was approved that, John Tanner, Scott Tanner & David Tanner are the only authorized signers on Pacific Builders & Roofing dba: WSP Roofing general bank account.

It was approved that John Tanner is the only officer authorized to purchase vehicles and equipment for Pacific Builders & Roofing dba: WSP Roofing.

Pacific Builders & Roofing, dba: WSP Roofing's payroll will continue to be processed through Western Single Ply – NV.

The board agreed Ascensus/FuturePlan would continue to administer Pacific Builders & Roofing dba: WSP Roofing 401k plan thru Pacific Builders & Roofing dba: WSP Roofing - NV, Principal Financial will administer the Contribution investments. The 401k plan is for prevailing wage projects. Individual employees are allowed to self-contribute on a voluntary basis. There is not any employer matching.

There being no further business to come before the meeting, the same was adjourned.

Dated: December 22, 2025

Scott Tanner

Scott Tanner
Secretary/Treasurer

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

The Bid sums shall be as follows:

SCHEDULE OF BID PRICES

All bid items; including lump sums, unit prices, and additive alternates must be filled in completely.

BASE BID ITEMS

1A.

Item No.	Final Pay	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1		Roofing Removal and Disposal	59,600	SF	1.50	$89,400.00
2		Dry Rot Repairs	100	SF	$15.00	$1,500.00
3		Install new Class A Underlayment	59,600	SF	$2.129	$126,940.00
4		Install new 60mil PVC Membrane	59,600	SF	$7.10	$423,160.00
5		Install new PVC Walkway	1750	LF	$20.84	$36,470.00
6		Install new Kee Safety Railing	1035	LF	$384.86	$398,330.00
7		Install new Kee Safety Gate	1	Each	$15,500.00	$15,500.00
8						
9						
10						

Base Bid Total: $ 1,091,300.00

one million ninety-one thousand three hundred & no/100

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

ALTERNATIVE #1 ITEMS (Description of alternate)

1B.

Item No.	Final Pay	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Alternative #1 Total: $_____

None

TOTAL COST IN WORDS

_____

CONTRACTOR SIGNATURE

ALTERNATIVE #2 ITEMS (description of alternate)

1C.

Item No.	Final Pay	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Alternative #2 Bid Total: $_____

None

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

ALTERNATIVE #3 ITEMS (description of alternate)

1C.

Item No.	Final Pay	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Alternative #3 Bid Total: $_____

None

TOTAL COST IN WORDS

_____

CONTRACTOR SIGNATURE

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:
   i. Division III Documents:
      a. Designation of Subcontractors form in compliance with sections 4100-4113 of the Public Contract Code of the State of California.
      b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
      c. Non Collusion Affidavit
      d. Public Works Contractor Registration

   ii. Division IV Documents (For Federal Aid Projects): **(NOT USED)**
      ~~a. Employment Opportunity Certification (For Federal Aid Project)~~
      ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
      ~~c. Nonlobbying Certification for Federal Aid Projects (For Federal Aid Project)~~
      ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~

This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

Louis Rua - President

Rua & Son Mechanical, Inc.

4265 Duluth Ave., Rocklin CA 95765

(916) 543-9360, (916) 543-9361 fax

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is 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 he will comply with such provisions before commencing the performance of the work of this contract.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

8. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein.)

   (If bidder or other interested person is a corporation, it shall furnish with this bid proposal a certificate attesting to corporate existence and authority of officer(s) to sign contracts and other documents on behalf of the corporation. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME: BUSINESS ADDRESS INTEREST (owner, partner, etc.)

a) Rua & Son Mechanical, Inc. - Luis Rua, President

b) _____

c) _____

d) _____

e) _____

(Attach additional sheets if necessary)

9. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

License No.: 816570

Type of License: B C20 C43 C39

Expiration Date: 01/31/2027

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Rua & Son Mechanical, Inc.

Relationship to Bidder: President

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 09/21/2026

Signature of Bidder:

Rua & Son Mechanical, Inc. CONTRACTOR

4265 Duluth Ave.
Street Address

Rocklin, CA 95765
City, State and Zip

916-543-9360
Telephone (Include Area Code)

Sign here:

By: Luis Rua, President
Type Name

-AND-

Sign here:

By:
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 None					
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Rua & Son Mechanical, Inc.

Signature: _____

Date: 09/21/2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Rua & Son Mechanical, Inc, as Principal, and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Not to exceed ten percent of the bid amount***** DOLLARS ($Not to exceed 10% of the bid amount*****). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, 2026, ~~XXXX~~ 2025, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Corp Yard Reroof
CIP 706-809-7110/7210

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 17th day of September, 2026, ~~2025~~

Rua & Son Mechanical, Inc. (SEAL)

(SEAL)

Luis Rua, President (SEAL)

PRINCIPAL

Merchants Bonding Company (Mutual) (SEAL)

(SEAL)

Erin Johnson, Attorney-in-Fact (SEAL)

SURETY

6700 Westown Parkway

West Des Moines, IA 50366

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

CALIFORNIA ALL-PURPOSE 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 Sacramento }

On 9-17-2026 (Date) before me, Sandra R. Black (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Erin Johnson (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.

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)

SANDRA R. BLACK
Notary Public - California
Sacramento County
Commission # 2540579
My Comm. Expires Dec 8, 2029

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:
Merchants Bonding Company (Mutual), Merchants National Indemnity Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Carol B Henry; Chelsea Nielson; Erin Johnson; Jonathan Russell; Robin L Amstutz; Sandra R Black; Stella Winterbourne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of September , 2026 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Placer)

In accordance with Public Contract Code section 7106, *(Name)* Luis Rua, being first duly sworn, deposes and says that he/she is *(Title)* President of *(Company)* Rua & Son Mechanical, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Rua & Son Mechanical, Inc.
Name of Firm

Signature Luis Rua, President 9/21/26 Date

Signature Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this _____ day of _____ of ~~2025~~ 2026.

NOTARY PUBLIC _____

END OF DOCUMENT

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Rua & Son Mechanical, Inc.	4265 Duluth Ave. Rocklin, CA 95765	1000002506
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
	none		

(Attach additional sheets if necessary.)

By: _____

Bidders Signature

RUA & SON MECHANICAL
4265 Duluth Avenue
Rocklin, CA 95765
916-543-9360 Fax 916-543-9361
Contractor's License # 816570

CERTIFICATE OF CORPORATE EXISTENCE AND AUTHORITY

This is to certify that Rua & Son Mechanical, Inc., a corporation duly organized and existing under the laws of California, with its principal office located at 4265 Duluth Ave., Rocklin, CA 95765, is a valid and active entity as of 09/21/2026.

Corporate Existence:

Legal Name: Rua & Son Mechanical, Inc.
Date of Incorporation/Formation: 10/31/2002
Jurisdiction of Incorporation/Formation: California
Corporate Address: 4265 Duluth Ave., Rocklin, CA 95765

We further certify that the following individuals are the current officers of the corporation and are duly authorized to act on its behalf:

President/CEO:

Name: Luis Rua
Title: President
Signature: _____
Date: 09/21/2026

Secretary:

Name: Kathleen Rua
Title: Secretary
Signature: _____
Date: 09/21/2026

Treasurer / Manager:

Rua & Son Mechanical, Inc. has no separately appointed Treasurer or Manager. The duties customarily associated with those roles are performed by the President.

Certification:

We, Luis Rua, President, and Kathleen Rua, Secretary, of Rua & Son Mechanical, Inc., do hereby certify that the above information is true, accurate, and complete to the best of our knowledge and belief, and that the officers listed above are duly elected or appointed in accordance with the bylaws and resolutions of the corporation.

Witness our hands and the corporate seal of Rua & Son Mechanical, Inc., this 09/21/2026.

Luis Rua
President
Rua & Son Mechanical, Inc.

Kathleen Rua
Secretary
Rua & Son Mechanical, Inc.

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) No. 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

BID SCHEDULE

Project: Corp Yard Roof Replacement

CIP: 706
Date: 8/27/2026
QTY By: JRG

Base Bid

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	$63,528.34	$63,528.34
2	Remove and Dispose of Existing Roof and Underlayment	59600	SF	$2.58	$153,768.00
3	Water Damage Repair (Assumed Quantity)	100	SF	$138.00	$13,800.00
4	Install Underlayment	59600	SF	$3.23	$192,508.00
5	Install Single-Ply Membrane Roof	59600	SF	$5.95	$354,620.00
6	Replace Conduit Support Blocks with UV-Resistant PVC	1	LS	$16,313.40	$16,313.40
7	Install PVC Roof Walkway	1750	LF	$28.27	$49,472.50
8	Install Kee Safety Rail Around Perimeter	1035	LF	$322.39	$333,673.65
9	Install Kee Pivot 6'x5' Loading Gate	1	EA	$16,508.48	$16,508.48

Titans Group Corporation
CONTRACTOR

$1,194,192.37
PROJECT TOTAL

NOTE: All items of work required to complete this project to the included specifications such as waste disposal, layout, etc. shall be considered as included in the prices paid for related items of work and no additional compensation will be allowed therefore.

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Duke M. Le — CSLB No. 1128406

Relationship to Bidder: CEO / RMO

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: September 21, 2026

Signature of Bidder:

Titans Group Corporation CONTRACTOR

1459 Industrial Ave
Street Address

Escondido, CA 92029
City, State and Zip

(858) 688-5950
Telephone (Include Area Code)

Sign here:

By: Duke M. Le, CEO
Type Name

-AND-

Sign here:

By:
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 NONE — ALL WORK SELF-PERFORMED BY PRIME CONTRACTOR					
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Titans Group Corporation

Signature: _____

Date: September 21, 2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Titans Group Corporation, as Principal, and Palomar Casualty and Surety Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Total Bid Amount DOLLARS ($ 10% of total bid). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, 2026, , has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Corp Yard Roofing Contract #CIP706-809-7110/7210

City of Lincoln, Placer County, California

.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 18th day of September, 2026.

Titans Group Corporation (SEAL)

(SEAL)

DUKE LE, CEO (SEAL)

PRINCIPAL

Palomar Casualty and Surety Company (SEAL)

(SEAL)

Alexander Karaniwan, Attorney-in-Fact (SEAL)

SURETY

1625 West Causeway Approach

Mandeville, LA 70471

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: BID BOND **Principal:** Titans Group Corporation

Description: Corp Yard Roofing

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("***PSIC***"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("***PCSC***" and together with PSIC, the "***Companies***" or each "***Company***"), do hereby make, constitute, and appoint:

Kyle King, Alexander Karaniwan, and Travis Pearson

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY SEAL 0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 18th day, of September, 2026.

PALOMAR SPECIALTY SEAL 0001

Angela Grant
Secretary

CALIFORNIA ALL-PURPOSE 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 San Diego

On SEP 18 2026 (Date) before me, Grant Jacka (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Alexander Karaniwan (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.

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.

GRANT JACKA
Notary Public - California
San Diego County
Commission # 2524614
My Comm. Expires Jul 15, 2029

Place Notary Seal Above

Signature _____ (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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.

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF San Diego)

In accordance with Public Contract Code section 7106, *(Name)* Duke M. Le, being first duly sworn, deposes and says that he/she is *(Title)* CEO of *(Company)* Titans Group Corporation, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Titans Group Corporation
Name of Firm

Signature Duke M. Le – CEO — September 21, 2026 Date

Signature Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 21 day of September of ~~2025~~ 2026.

NOTARY PUBLIC

JINWEI ZHANG
Comm. # 2490519
RIVERSIDE County
California - Notary Public
Comm. Expires MAY 18, 2028

END OF DOCUMENT

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Titans Group Corporation	1459 Industrial Ave Escondido, CA 92029	2000006115
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER

(Attach additional sheets if necessary.)

By: _____

Bidders Signature

CORP YARD ROOFING
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Corp Yard Roofing* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) ____1____, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

BID SCHEDULE

Project: Corp Yard Roof Replacement

CIP: 706
Date: 8/27/2026
QTY By: JRG

Base Bid

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	$84,457.95	$84,457.95
2	Remove and Dispose of Existing Roof and Underlayment	59600	SF	$3.52	$209,792.00
3	Water Damage Repair (Assumed Quantity)	100	SF	$46.79	$4,679.00
4	Install Underlayment	59600	SF	$2.39	$142,444.00
5	Install Single-Ply Membrane Roof	59600	SF	$7.74	$461,304.00
6	Replace Conduit Support Blocks with UV-Resistant PVC	1	LS	$11,863.54	$11,863.54
7	Install PVC Roof Walkway	1750	LF	$26.89	$47,057.50
8	Install Kee Safety Rail Around Perimeter	1035	LF	$361.23	$373,873.05
9	Install Kee Pivot 6'x5' Loading Gate	1	EA	$17,212.34	$17,212.34

C. Wright & Wright Enterprises, Inc.
dba Western Valley Construction

CONTRACTOR

Contractor

$1,352,683.38
PROJECT TOTAL

NOTE: All items of work required to complete this project to the included specifications such as waste disposal, layout, etc. shall be considered as included in the prices paid for related items of work and no additional compensation will be allowed therefore.

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: C. Wright & Wright Enterprises, Inc. dba Western Valley Construction

Relationship to Bidder: Contractor / Corporation

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: September 22, 2026

Signature of Bidder:

C. Wright & Wright Enterprises, Inc.
dba Western Valley Construction CONTRACTOR

1468 Sky Harbor Drive, Suite A
Street Address

Olivehurst, CA 95961
City, State and Zip

(530) 923-2335
Telephone (Include Area Code)

Sign here:

By: Chad Wright
Type Name

-AND-

Sign here:

By: Rebekah Wright
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, C Wright & Wright Enterprises, Inc. dba Western Valley Construction, as Principal, and Old Republic Surety Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten percent of the total amount bid---------- DOLLARS ($ 10%----------). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on September 22, 2026, ~~2026~~, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Corp Yard Roofing

City of Lincoln, Placer County, California

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 18th day of September, 2026, ~~2025~~.

C Wright & Wright Enterprises, Inc.
dba Western Valley Construction (SEAL)

(SEAL)

Rebekah Wright, cfo (SEAL)

PRINCIPAL

Old Republic Surety Company (SEAL)

(SEAL)

Elizabeth Collodi, Attorney-in-Fact (SEAL)

SURETY

P.O. Box 1635

Milwaukee, WI 53201-1635

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

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 Butte)

On September 18, 2026 before me, Quentin J Thomas, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
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 _____ (Seal)

ARS3 QUENTIN J THOMAS
COMM. # 2565169
NOTARY PUBLIC · CALIFORNIA
COUNTY OF BUTTE
Comm. Expires AUG. 24, 2030 ARS3

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ELIZABETH COLLODI, JOHN WEBER, JESSICA MONLUX, JOHN HOPKINS, SARA WALLISER, BREANNA BOATRIGHT, DEANNA QUINTERO, TONY CLARK, JASON MARCH, SAMANTHA WATKINS, JENNIFER LAKMANN, MINDY WHITEHOUSE, BRAD ESPINOSA, KATHLEEN LE, SHARON SMITH, CASSANDRA MEDINA, STEVEN WILLIAMS, QUENTIN THOMAS, SAMIE NAAKE, MIA MANCUSO of CHICO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6th day of August, 2026.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 6th day of August, 2026, personally came before me, Steven R. Denault and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My Commission Expires: February 9, 2027

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-2100

Signed and sealed at the City of Brookfield, WI this 18th day of September, 2026.

Assistant Secretary

ORSC 22262 (3-06)

INTERWEST INSURANCE SERVICES

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Yuba County)

In accordance with Public Contract Code section 7106, *(Name)* Rebekah Wright, being first duly sworn, deposes and says that he/she is *(Title)* CFO of *(Company)* C. Wright & Wright Enterprises, Inc. dba Western Valley Construction, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

C. Wright & Wright Enterprises, Inc. dba Western Valley Construction
Name of Firm

Signature 09/22/2026
Date

Signature
Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 22 day of September of 2026

NOTARY PUBLIC Please See Attached CA Notary Certificate

END OF DOCUMENT

CALIFORNIA JURAT

Document:

Non- Collusion Affidavit

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 Yuba

Subscribed and sworn to (or affirmed) before me on this 22 **day of** September, **2026,**

by Rebekah Wright

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

E. LOPEZ BUCIO
COMM. # 2446111
NOTARY PUBLIC - CALIFORNIA
YUBA COUNTY
COMM. EXPIRES JUNE 3, 2027

(Seal)

Signature

DESIGNATION OF SUBCONTRACTORS

SECTION 004800
LIST OF
SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The **name**, the **location** of the place of business, the **California contractor license number**, and **public works contractor registration number** issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

	Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1	Removal and Disposal of Existing Roof and Underlayment	12.52%	Alliance Contracting Services, Inc.	San Leandro, CA	948348	1000002516
2						
3						
4						

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: C. Wright & Wright Enterprises, Inc. dba Western Valley Construction

Signature: Mac Wright

Date: September 22, 2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	C. Wright & Wright Enterprises, Inc. dba Western Valley Construction	Olivehurst, CA	1000044288
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Roof Demolition – Removal and Disposal of Existing Roof and Underlayment	Alliance Contracting Services, Inc.	San Leandro, CA	1000002516

(Attach additional sheets if necessary.)

By: _____
Bidders Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2026

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 InterWest Insurance Services, LLC 8950 Cal Center Drive Building 3, Suite 200 Sacramento CA 95826 License#: 0B01094	**CONTACT NAME:** Edward Butler **PHONE (A/C, No, Ext):** 916-609-8461 **FAX (A/C, No):** 916-609-8461 **E-MAIL ADDRESS:** ebutler@iwins.com
INSURED C. Wright & Wright Enterprises Inc. dba: West Coast Wildlife Removal dba: Western Bat Specialists dba: Western Valley Construction 1468 Sky Harbor Dr. Ste. A CWRIGHT-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Ohio Security Insurance Co — 24082 **INSURER B :** StarNet Insurance Company — 40045 **INSURER C :** Admiral Insurance Company — 24856 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 150560026 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	FEIECC3693800	11/19/2025	10/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
C	**UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $			FEIEXS4610000	11/19/2025	10/19/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N [ ] ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	BNET453637816	10/19/2025	10/19/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C	Contractors Equipment ($500 ded.) Contractors Pollution Liability			BKS65469899 FEIECC3693800	10/30/2025 11/19/2025	10/30/2026 10/19/2026	Limit Per Occurrence Aggregate	100,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Corp Yard Roofing
The following are Additional Insured if required by contract: The City, its officials, employees and volunteers
Additional Insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s).

CERTIFICATE HOLDER

City of Lincoln
600 Sixth St
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

Taylor Wallace

© 1988-2015 ACORD CORPORATION. All rights reserved.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Automatic Primary and Non-Contributory Insurance Endorsement
Designated Work Or Project(s)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

CONTRACTORS POLLUTION LIABILITY
COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name of Person or Organization:
Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of $Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

© 2018, Freberg Environmental, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – BLANKET - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The premium charge for this endorsement shall be 2% of the Worker's Compensation premium, subject to a minimum premium charge of $500.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/19/2025	Policy No. BNET453637816	Endorsement No. 0
Insured	C. Wright & Wright Enterprises Inc.		Premium $288,682
Insurance Company	StarNet Insurance Company		

Countersigned by _____

Authorized Representative

STATE OF CALIFORNIA

dca

DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

License Number **991099**

Entity CORP

Business Name C WRIGHT & WRIGHT ENTERPRISES INC DBA WESTERN VALLEY CONSTRUCTION

Classification(s) B C39 C-2

Expiration Date 03/31/2028

www.cslb.ca.gov

CSLB

CITY OF LINCOLN

Agreement for the Construction of the

CORP YARD ROOFING

THIS AGREEMENT, made and entered on, (DATE) _____, by and between the CITY OF LINCOLN, a municipal corporation, (hereinafter referred to as "City"), and (Madsen Roofing and Water Proofing, Inc.), a California Corporation.

W I T N E S S E T H:

RECITALS:

WHEREAS, the City Council of the City of Lincoln has awarded a contract to Contractor for performance of the work set forth herein.

AGREEMENTS:

SECTION 1 - SCOPE OF WORK:

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in section 7 hereof, the work of: *Corp Yard Roofing*, City of Lincoln, County of Placer, State of California, as called for in the drawings and specifications adopted by the City, which drawings and specifications have been executed by the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said work performed and completed as required in the Contract Documents, under the direction and supervision of, and subject to the approval of the City and its duly authorized representatives.

SECTION 2 - TIME OF COMPLETION:

The contract time duration shall commence on the 15th calendar days following contract approval by the City of Lincoln City Council and shall be fully completed no later than Thirty (30) working days thereafter, or such additional time as may have been provided by change order, pursuant to the Contract Documents.

Time is of the essence of this agreement.

SECTION 3 - CONTRACT PRICE:

City shall pay Contractor for the full and complete performance of this contract the sum of Eight Hundred Thirty Six Thousand Six Hundred Seventy One Dollars ($836,671), subject to adjustments as provided in the Contract Documents.

SECTION 4 - MONTHLY PROGRESS PAYMENTS:

Monthly progress payments shall be made in accordance with Article 23 of the General Conditions of these Contract Documents.

SECTION 5 - FINAL PAYMENT:

Final payment shall be made in accordance with Article 25 of the General Conditions of these Contract Documents.

SECTION 6 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the City or others relating to or arising from the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds required by this contract.

SECTION 7 - CONTRACT DOCUMENTS:

The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents":

Notice to Bidders
Information for Bidders
Bid Form
Designation of Subcontractors
This agreement
Bidder's Bond
Payment Bond
General Conditions
Special Provisions
Contract Drawing
Technical Specifications
Duly issued addenda
Duly issued interpretations
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Shop Drawings and Manufacturers' Instructions approved pursuant to Article 5 of the General Conditions

Approved Change Orders
Contractors' Guarantee and Bond

Such documents, collectively referred to herein as the Contract Documents, hereby are incorporated herein by this reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

CITY: CITY OF LINCOLN

By: _____
City Manager

ATTEST:

_____
City Clerk

_____
Dated

APPROVED AS TO FORM:

_____
City Attorney

_____
Dated

(SEAL)

CONTRACTOR:

Christian Madsen
Signature

Christian Madsen
Name

President
Official Title

3251 Monier Circle
Business Address
Rancho Cordova, CA 95742

CORPORATE CERTIFICATE

I, Rosemary Reynolds, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that Christian Madsen, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature)

(Seal)

RESOLUTION 2026 -314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN (1) AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR CONSTRUCTION WITH MADSEN ROOFING AND WATERPROOFING, INC. IN THE AMOUNT OF $836,671 FOR THE CORP YARD ROOF PROJECT AND AUTHORIZING THE CITY ENGINEER TO APPROVE CHANGE ORDERS NOT TO EXCEED $125,501; (2) AUTHORIZING A BUDGET AUGMENTATION IN THE AMOUNT OF $106,293 FROM THE UNENCUMBERED BALANCES OF FUNDS 6200, 7110, 7310 AND 7210 FOR A TOTAL BUDGET AUGMENTATION OF $425,172 TO CIP 706 – CORP YARD ROOF.

WHEREAS, the Fiscal Year 2025/2026 and 2026/2027 Capital Improvement Program budget includes funds for the Corp Yard Roof Project – CIP No. 706; and

WHEREAS, Bid Documents were prepared, titled Corp Yard Roof Project, CIP 706; and

WHEREAS, The Notice to Bidders was duly advertised, and a public bid opening was held by the City Clerk at 2:00 pm on September 22, 2026; and

WHEREAS, Madsen Roofing and Waterproofing, Inc. was determined to be the responsible bidder submitting the lowest responsive bid in the amount of $836,671; and

WHEREAS, City Staff will perform construction management and inspection services.

NOW THEREFORE BE IT RESOLVED:

Section 1. That the City Council of the City of Lincoln authorizes the following:

1. Authorizing the City Manager to execute a contract for construction with Madsen Roofing & Waterproofing, Inc. in the amount of $836,671 for the Corp Yard Roof Project and authorizing the City Engineer to approve change orders not to exceed $125,501;

2. A budget augmentation of $106,293 from the unencumbered balances of Funds 6200, 7110, 7210, and 7310 for a total budget augmentation of $425,172 to CIP 706 – Corp Yard Roof.

PASSED AND ADOPTED this 13th day of October, 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.C

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 2 with REY Engineers, Inc. for the Police Department Parking Lot Expansion Project (CIP 626) (Jonnelyn Espartero)

SUBMITTED BY: Jonnelyn Espartero

DEPARTMENT: Engineering

DATE: October 13, 2026

STAFF RECOMMENDATION:

Staff recommends City Council to adopt a resolution authorizing the City Manager to execute Amendment No. 2 to the March 14, 2023 Task Order with REY Engineers, Inc. for the Professional Design Services in the amount of $15,000, for a total amount not to exceed $127,751 for the Police Department Parking Lot Expansion Project (CIP 626).

There are funds available in CIP 626 project budget from Fund 241 to cover the contract amendment.

BACKGROUND/INTRODUCTION:

The Capital Improvement Program for FY 2023/25 includes CIP 626 PD Parking Lot Expansion Project. The purpose of this project is to extend the existing parking lot limits north on the west side of the existing Union Pacific Railroad (UPRR) railroad track. The Lincoln Police Department is running out of parking spaces for their vehicles and staff to park personal vehicles while on duty.

On March 14, 2023, a Task Order was executed with REY Engineers (REY) for the Police Department Parking Lot Expansion Project that included preliminary engineering, boundary and topographic surveys, and design and bid document preparation.

On October 10, 2023, the City Council approved Contract Amendment No. 1 to REY's Task Order in the amount of $27,642 to include right-of-way agent services, including land appraisal and title document for the parcel of interest.

On August 25, 2026, the City Council approved a resolution accepting the PD Parking Lot Expansion Capital Improvement Project (CIP) 626 as complete and authorizing the City Clerk

to file the Notice of Completion with the Placer County Recorder.

FINDINGS/ANALYSIS:

As the project progressed from design to construction, additional engineering services were required beyond REY's original scope of services. During construction, REY provided engineering construction support, including responding to RFIs, reviewing construction submittals, and coordinating field conditions to avoid construction delays.

At the request of staff, REY provided Amendment No. 2 (Attachment B) to outline the costs associated with engineering construction support. The amendment also includes preparation of record drawings based on the as-built plans provided by the contractor and the city inspector.

FISCAL IMPACT:

Budgeted

CIP 626 PD Parking Lot Expansion

Fund 2410	$755,000
Fund 2410 (budget augmentation)	$221,352
Total	$976,352

Actual Design Cost

R.E.Y. Engineers	$112,751
CEQA Notice of Exemption	$ 52
Purchase of UPRR Property	$ 76,000
Coastal – Parcel Research	$ 750
Contract Amendment No. 2	$ 15,000
Total Cost	$204,553

Actual Construction Cost

Baldoni Construction, Inc.	$638,349
Coastland CM & Inspection	$ 78,325
Contingency (4.3%)	$ 27,468

Total Cost	$744,142

Budgeted Remaining

Fund 2410	$27,657

ATTACHMENTS:
Resolution Authorizing Amendment No. 2 with REY Engineers.docx

PD Parking Lot Amendment.DOC3.Attachment B Amendment No 2.jespartero.27Oct2026.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGERR TO EXECUTE AMENDMENT NO. 2 TO THE MARCH 14, 2023 TASK ORDER WITH REY ENGINEERS, INC. FOR PROFESSIONAL DESIGN SERVICES IN THE AMOUNT OF $15,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $127,751 FOR THE POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT, CIP 626

WHEREAS, the City executed a Task Order with Rey Engineers, Inc. on March 14, 2023; and

WHEREAS, on October 10, 2023, the City Council approved REY's Contract Amendment No. 1; and

WHEREAS, on August 25, 2026, the City Council accepted the PD Parking Lot Expansion Project (CIP626) as complete and authorized the City Clerk to file the Notice of Completion with the Placer County; and

WHEREAS, REY submitted Contract Amendment No. 2 in the amount of $15,000 for engineering construction support, including but not limited to, responding to RFIs, reviewing construction submittals, coordinating field conditions to avoid construction delays, and preparing record drawings.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Lincoln authorizes the City Manager to execute Amendment No. 2 to the March 14, 2023 Task Order with REY Engineers, Inc. for Professional Design Services in the amount of $15,000, for a total contact amount not to exceed $127,751 for the Police Department Parking Lot Expansion Project, CIP 626.

PASSED AND ADOPTED this 13th day of October, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Engineering Department
On-Call Contract for Professional Services
Consultant: R.E.Y. Engineers, Inc.
Project Name: PD Parking Lot Expansion Project (CIP 626)
Task Order – Amendment #2

Date Requested: October 2, 2026
Purchase Order No. **30230086**
Amendment #2

This Task Order, authorized through the On-Call Contract by and between the City of Lincoln ("CITY"), and R.E.Y. Engineers, Inc. ("CONSULTANT"), was approved on June 9,2026, per Resolution No. 2026-084. This Task Order is being requested for the following services (see attachment for the full detailed scope of work).

1. Increase Engineering and Design Services for the PD Parking Lot Expansion Project (CIP 626) project. This amended task order will cover engineering services provided during construction that were beyond R.E.Y.'s original scope of services, including responding to RFIs, reviewing construction submittals, and coordinating field conditions to avoid construction delays. Furthermore, the amendment will include the preparation of record drawings, as requested by City staff.

Consultant shall perform services on the project described above and as detailed in the attachment. This amended Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this amended Task Order shall supplement the Contract as it pertains to the project described above.

Project Budget –

Project Budget:	$ 85,109.00
Amendment #1:	$ 27,642.00
Amendment #2:	$ 15,000.00
Revised Total Project Budget:	$127,751.00

Account Code(s): 241-6890-80070-0626

The work described above and herein attached as the Scope of Work is hereby authorized by the following agency representatives.

Approved by:
City of Lincoln

Signature: Araceli Cazarez
Name: Araceli Cazarez
Title: Project Manager
Date: 10/02/2026

Approved by:
R.E.Y. Engineers, Inc.

Signature:
Name: James Fisher, PE
Title: President
Date: 10/02/2026

Signature: _____
Name: Vin Cay
Title: City Engineer
Date: _____

Signature: _____
Name: Sean Scully
Title: City Manager
Date: _____

This Task Order Amendment is executed this ____ day of _____, 2026.

R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERING | LAND SURVEYING | REMOTE SENSING

September 28, 2026

Araceli Cazarez
City of Lincoln
Engineering Department
600 6th Street
Lincoln, CA 95648 *sent via E-mail: araceli.cazarez@lincolnca.gov*

Subject: CIP 626 PD Parking Lot Expansion Proj

Ms. Cazarez,

Thank you for the opportunity to continue our work on the PD Parking Lot Expansion Project with the City of Lincoln (City). As the project progressed from design into construction, additional engineering services were required that were not included in our original scope of services.

To support the City's schedule and maintain project momentum, R.E.Y. Engineers provided Construction Engineering (CE) support during construction before requesting a contract amendment. These services included timely responses to contractor questions, submittal reviews, RFI responses, and coordination on field conditions necessary to avoid delays.

With construction now complete, we are requesting that these construction engineering support services, along with the remaining record drawing services, be incorporated into our contract through this amendment.

The additional task requested under this amendment is summarized below:

Task 14: Construction Engineering Support & R

- Reviewed contractor submittals and shop drawings.
- Reviewed and responded to Requests for Information (RFIs).
- Coordinated with the City and contractor regarding design-related construction issues.
- Provided engineering support services throughout construction to facilitate project delivery.
- Review contractor redlines and construction documentation.
- Incorporate field changes into the project drawings.
- Prepare final Record Drawings for City use and archival purposes.

- Deliver Record Drawings in PDF and AutoCAD formats.

To incorporate these services into our scope of services and complete project closeout, we are requesting an additional $15,000.00 be added to our contract, bringing the total contract amount to $127,751.00.

A summary of our request is shown below:

I t	**A mo u**
Or i gCo n t r a c t	$85,109.00
A me n d me	$27,642.00
A me n d me : CE Su p p o r t &	$15,000.00
Revi s e d Co n t	**$1 2 7 , 7**

If you have any questions or comments regarding this request, please do not hesitate to contact me.

Sincerely,



Veronica Garcia-McGrew, PE
Project Manager

STAFF REPORT

Item Number 13.D

SUBJECT: Adopt a Resolution Approving a Notice of Completion for Fire Station 35 Driveway Capital Improvement Project (CIP) 704 to be Recorded and Authorizing a Budget Augmentation of $7,176. (Jacob Groeser)

SUBMITTED BY: Jacob Groeser

DEPARTMENT: Engineering

DATE: October 13, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution (1) accepting the Fire Station 35 Driveway Capital Improvement Project (CIP) 704 as complete and authorizing the City Clerk to file the Notice of Completion with the Placer County Recorder (Attachment B), and (2) authorizing a budget augmentation of $7,176 from the unencumbered balance of Fund 1000 to CIP 704 – Fire Station 35 Driveway.

BACKGROUND/INTRODUCTION:

The Capital Improvement Program for FY 2025/26 includes CIP 704 – Fire Station 35 Driveway.

The Fire Station 35 Driveway Project consisted of a new driveway from the front of the station to the rear entrance of the building, the relocation of an existing on site fire hydrant, several new parking spots for employee vehicles, and miscellaneous repairs to the existing fire station pavement.

The invitation for bids was published in the Lincoln News Messenger and posted on Planet Bids and the City website on June 1, 2026.

On July 14, 2026, the City Council approved a resolution authorizing the City Manager to execute a contract for construction with V2 Grading and Paving Inc. in the amount of $106,169 for the construction of the project and authorizing the City Engineer to approve change orders not to exceed $15,925; and authorizing the City Manager to execute a contract with Blackburn

Consulting for material inspection services for an amount not to exceed $8,343.

The project is complete and all change orders have been finalized for a total change order amount of $44,799 or 42% of the original contract amount.

FINDINGS/ANALYSIS:

Final inspection of the improvements was performed on August 18, 2026. Staff has determined that the work performed by V2 Grading and Paving, Inc. is complete and in conformance with the contract terms. V2 Grading and Paving Inc. has provided Warranty Bond (Attachment C) to guarantee the work for a period of one year from the filing of the attached Notice of Completion.

FISCAL IMPACT:

Budgeted

CIP 662 Fund 1000	$150,000
Total Budgeted	**$430,084**

Actual Construction Cost

V2 Grading and Paving, Inc.	$106,169
Blackburn (Special Inspection)	$ 3,104
Contingency (42%)	$ 44,799
Total Cost	**$157,176**

Requested Budgeted Augmentation

Fund 1000	**$7,176**

ATTACHMENTS:
Attachment B CIP 704 Fire Station 35 NOC.DOC3.NOC Document.Oct13.jgroeser.docx

162 - Resolution NOC for Fire Station.doc

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

Fire Station 35 Driveway CIP 704
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 August, 2026, a Final Inspection on the Fire Station 35 Driveway Project (CIP 704) of the certain work described and awarded in contract to V2 Grading and Paving, and which was entered into on July 11, 2026, was performed, and all work was found to be in accordance with the specifications of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the Fire Station 35 Driveway Project (CIP 704) was completed on August 18, 2026, and accepted by the City Council of the City of Lincoln on October 13, 2026.

That the name of the surety on the contractor's bond for payment on said contract is Merchants Bonding Company, a Maryland corporation. The scope of work for this project consisted of installing asphalt pavement, concrete curb, and the relocation of a fire hydrant 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

RESOLUTION 2026 -XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING (1) A BUDGET AUGMENTATION OF $7,176 FROM THE UNENCUMBERED BALANCE OF FUND 1000 TO CIP 704 – FIRE STATION 35; (2) ACCEPTING CIP 704 – FIRE STATION 35 DRIVEWAY AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE PLACER COUNTY RECORER.

WHEREAS, on July 14, 2026, the City Council authorized the City Manager to execute a Construction Agreement with V2 Grading and Paving, Inc. for the Fire Station 35 Driveway Project; and

WHEREAS, all work with the above contract was completed on August 18; and

WHEREAS, City Staff recommends to the City Council that said completed project be accepted and a Notice of Completion be filed by the City.

NOW THEREFORE BE IT RESOLVED:

Section 1. That the City Council of the City of Lincoln authorizes the following:

1. A budget augmentation of $7,176 from the unencumbered balance of Fund 1000 to CIP 704 – Fire Station 35 Driveway.

2. The construction of the above-mentioned project be accepted as complete in accordance with the plans and specifications and the City Clerk to record the Notice of Completion for the said project on behalf of the City of Lincoln;

PASSED AND ADOPTED this 13th day of October, 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: Parkwood Development Agreement (Mikaela Noble)

SUBMITTED BY: Mikaela Noble

DEPARTMENT: Community Development

DATE: October 13, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, consider the information contained in the staff report, the testimony of the public, and the Planning Commission's recommendation of approval, and take the following actions:

1. Determine that an Addendum to the Village 1 Specific Plan Environmental Impact Report (EIR) (SCH #2010102018) for the Parkwood project was previously adopted by the City Council, and therefore, no additional environmental review is required;
2. Consider waiving first reading and introduce by title only an Ordinance establishing a Development Agreement between the City of Lincoln and JEN California 28 LLC for the development of approximately 21 acres within the Village 1 Specific Plan Area.

BACKGROUND/INTRODUCTION:

The Parkwood project is located within the Village 1 Specific Plan. The subject property is approximately 21 acres and is zoned Village Medium Density Residential (VMDR) and Village Parks and Recreation (VPR). In October 2025, City Council approved a Small Lot Tentative Subdivision Map for the Parkwood project for the development of 122 VMDR units. An Addendum to the Village 1 Specific Plan Environmental Impact Report (EIR) was adopted as part of the project application (Attachment 1). At that time, the Development Agreement between the City of Lincoln (City) and JEN California 28 LLC (Owner) was still in process and was not brought forward with the project's other entitlements.

The Village 1 Specific Plan requires adoption of a Development Agreement, which delineates the obligation of the project proponent and the City with respect to the project. This requirement was also included in the Parkwood project conditions of approval (Condition #4):

> The ability to proceed under any approvals, entitlements, or authorizations granted by this action are contingent upon a Development Agreement being executed with the City of Lincoln, as per requirements of the approved Village-1 Specific Plan, and the Infrastructure & Public Facilities Financing Plan, which incorporates changes associated with this tentative map for the Applicant. Such Development Agreement shall be executed prior to City Council approval of any Final Map and may establish obligations to be completed prior to approval of any Final Map.

The Parkwood Development Agreement vests the right to proceed with the development of the project in accordance with the approved project entitlements, including the Specific Plan and General Development Plan, and adopted EIR mitigation measures, and sets out obligations of both the City and the developer. It also specifies the public infrastructure (e.g., water lines, parks, drainage) that the project must construct, finance and maintain, either directly or through payments of fees. The City agrees to provide credits and/or reimbursements to the developer for the actual costs incurred to design and/or construct the required improvements.

The Development Agreement also lays out the obligations of the developer, including, but not limited to:

- Payment of fees and exactions listed in the Development Agreement;
- Construction and/or financing of public infrastructure improvements necessary to serve the project, as set forth in the Village 1 Infrastructure Financing Plan;
- Dedicate to the City all rights to groundwater underlying the project site, if such dedication is also required by the City of other major developers or subdividers;
- Design the drainage system for the project in accordance with the Village 1 Master Drainage report;
- Provide neighborhood and regional parks at the population ratios. This requirement can be met through payment of applicable park in-lieu fees and/or by constructing park facilities within the project site;
- Comply with local, State and federal regulatory requirements for open space preservation and maintenance and habitat and wetland mitigation, including a financing mechanism;
- Mitigate for impacts on biological resources as required by the EIR. This obligation can be met through payment of fees through the Placer County Habitat Conservation Plan, if available;
- Agree to establish one or more Community Facility Districts (CFDs) to finance for funding of public infrastructure. Developer shall be solely responsible for a shortfall if the costs of applicable public improvements exceed the proceeds from the CFD;
- Provide funding through a financing district and/or special tax for maintenance of existing and new public facilities needed by the project as identified in the IFP. Alternatively, the HOA may perform any of the maintenance obligations that would otherwise be including within a financing district, subject to the City's satisfaction;
- Provide a funding mechanism for public services needed by the project where the costs would fall short of the amounts identified in the tax sharing agreement between the City and County;
- For interim public safety costs, provide either a one-time payment per building permit or an alternative financing mechanism to fund the shortfall in revenue prior to sale of homes; and
- Pay prevailing wages for construction of public improvements, consistent with State law.

The timing of development is in the developer's sole and absolute discretion. If there are conflicts between the Development Agreement, Specific Plan, General Development Plan, and/or project conditions of approval, the Development Agreement controls. In addition, the project is required to comply with future City-enacted rules, regulations, ordinances, laws and policies, unless doing so would conflict with or reduce the Developer's vested development rights. The provisions of the Development Agreement run with the property, so they continue to be in force even if the property ownership is transferred. The term of the Development Agreement is 20 years after the effective date. The Final Development Agreement must be adopted by Ordinance by the City Council.

Planning Commission Actions

The City of Lincoln Planning Commission conducted a public hearing on the proposed project on Wednesday, September 16, 2026. There were no questions or comments provided by the Commission or the public. The Planning Commission recommended, by a 4-0-0-2 vote (two commissioners absent), that the City Council adopt an Ordinance to establish a Development Agreement for the Parkwood project.

ENVIRONMENTAL REVIEW:

No further environmental analysis is required because the Addendum to the Village 1 Specific Plan EIR (SCH #2010102018) was previously approved and adopted by the City Council was intended to be used in connection with each of the entitlements and subsequent approvals needed for the project consistent with other CEQA policies and requirements applicable to tiered EIRs, and the action is further exempted by CEQA Guidelines Sections 15182 (Projects Pursuant to a Specific Plan) and 15183 (Projects Consistent with Zoning).

ATTACHMENTS:

Ordinance_No._XXXX_Parkwood_DA.doc

Attachment 1 CC Reso 2025-164 Addendum

Attachment 2 Exhibit - Parkwood DA.pdf

ORDINANCE 1120B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LINCOLN AND JEN CALIFORNIA 28 LLC FOR THE DEVELOPMENT OF APPROXIMATELY 21 ACRES (PARKWOOD PROJECT) WITHIN THE VILLAGE 1 SPECIFIC PLAN AREA

WHEREAS, the City of Lincoln ("City") received an application from JEN California 28 LLC ("Developer") for the Parkwood Project Development Agreement; and

WHEREAS, Section 65864, et seq. of the California Government Code provides for the preparation and adoption of amendments to development agreements; and

WHEREAS, the proposed Parkwood Project includes residential uses and open space consistent with the Village 1 land use designations and applicable development standards for the Parkwood Project site; and

WHEREAS, on November 27, 2012, the City of Lincoln City Council adopted the Village 1 Specific Plan, making findings concerning mitigation measures and alternatives, making a statement of overriding considerations, adopting a Mitigation Monitoring Program, and certifying the Village 1 Specific Plan Final Environmental Impact Report (EIR) (State Clearing House No. 2010102018) pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, on September 26, 2023, the City Council certified that the FEIR for the Village 1 Specific Plan analyzed changes to the Village 1 land use plan, including the realignment of Oak Tree Lane, associated revisions to the land use designations and a reduction in the total number of residential units to 5,610; and

WHEREAS, on October 28, 2025, the City Council of the City of Lincoln did hold a duly noticed public hearing and, following discussion and public testimony, adopted an Addendum to the Village 1 Specific Plan in association with the Parkwood Project; and

WHEREAS, on October 28, 2025 the City Council of the City of Lincoln did hold a duly noticed public hearing and, following discussion and public testimony, approved the Small Lot Tentative Map for the Parkwood Project; and

WHEREAS, on September 16, 2026, the Planning Commission of the City of Lincoln, did hold a duly noticed public hearing and, following discussion and public testimony, voted to recommend the City Council approve the Development Agreement by and Between the City of Lincoln and JEN California 28 LLC;

WHEREAS, notices describing the proposed Development Agreement for the Parkwood Project and the time and place of the City Council hearing, including a general explanation of the matter to be considered was published in a newspaper of

local circulation and sent to neighboring property owners pursuant to Chapter 18.92 of the Lincoln Municipal Code; and

WHEREAS, on October 13, 2026, the City Council did hold a duly noticed public hearing and, following discussion and public testimony, voted to introduce and waive the first reading to adopt the Development Agreement for the Parkwood Project. (provided in Exhibit A).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN does ordain as follows:

Section 1. The foregoing recitals are true and correct, and are hereby incorporated by reference.

Section 2. All mitigation measures contained within the Final EIR and Addendum to the Village 1 Specific Plan shall remain in force and effect and shall, to the extent still relevant, apply to the Project.

Section 3. Based upon the provisions of CEQA Guidelines Section 15182 and 15162, the preparation of an additional supplemental or subsequent EIR is not required prior to approval of the proposed entitlements.

Section 4. The Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan.

Section 5. The Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the Village 1 Specific Plan.

Section 6. The Development Agreement is compatible with the uses authorized by the Village 1 General Development Plan.

Section 7. 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 8. 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.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on October 13, 2026, by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Exhibits:
A. Parkwood Development Agreement

RESOLUTION 2025-164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ADOPTING THE PROPOSED ADDENDUM TO THE CERTIFIED VILLAGE 1 SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (STATE CLEARING HOUSE # 2010102018) CERTIFYING THAT THE PARKWOOD PROJECT WILL NOT RESULT IN ANY NEW SIGNIFICANT INFORMATION OF SUBSTANTIAL IMPORTANCE, NEW IMPACTS, NEW MITIGATION MEASURES, NEW OR REVISED ALTERNATIVES, OR AN INCREASE IN THE SEVERITY OF PREVIOUSLY IDENTIFIED IMPACTS THAT WOULD REQUIRE MAJOR REVISIONS TO THE VILLAGE 1 SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT, AND THEREFORE, PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15162, THE PREPARATION OF AN ADDITIONAL SUPPLEMENTAL OR SUBSEQUENT EIR IS NOT REQUIRED (APPLICANT: JEN CALIFORNIA 28, LLC / PROPERTY OWNER: PARKWOOD HOLDINGS, LLC)

WHEREAS, the City of Lincoln received an application from JEN California 28, LLC seeking City approval of the Parkwood Project; and

WHEREAS, the proposed Parkwood Project includes residential uses and parks and recreation consistent with the Village 1 land use designations and applicable development standards for the Parkwood Project site; and

WHEREAS, on November 27, 2012, the City Council of the City of Lincoln certified the Final Environmental Impact Report (EIR) for the Village 1 Specific Plan (SCH #2010102018), which analyzed the environmental impacts of development within the 1,832-acre Specific Plan project area, including up to 5,639 dwelling units at ranges of 1.0 to 25.0 units per acre. Approximately 985 of the 1,832 acres are dedicated to residential uses, with approximately 40 acres of mixed-uses that could include residential development, retail, office, and public/semi-public facilities. Other uses included the existing Turkey Creek Golf Course, open space, parks, an elementary school and city-owned facilities; and

WHEREAS, on September 26, 2023, the City Council certified that the Final EIR for the Village 1 Specific Plan analyzed changes to the Village 1 land use plan, including the realignment of Oak Tree Lane, associated revisions to the land use designations and a reduction in the total number of residential units to 5,610; and

WHEREAS, all mitigation measures identified within the previously certified Final EIR and adopted Mitigation Monitoring Program, as revised on September 26, 2023, which is included as Exhibit B, shall remain applicable to the Parkwood Project; and

WHEREAS, the mitigation measures provided within the previously certified Final EIR for the Village 1 Specific Plan have been imposed on and incorporated into the Project as Conditions of Approval, and will mitigate or avoid significant environmental effects; and

WHEREAS, the Project will not substantially modify the location of or area of land disturbance and will retain all lands previously anticipated to be preserved and undisturbed as analyzed in the EIR; and

WHEREAS, the City of Lincoln, as Lead Agency, has determined the Project includes minor technical changes as allowed in the Village 1 Specific Plan; and an Addendum to the certified EIR has been prepared (provided as Exhibit A); and

WHEREAS, the City consulted with the United Auburn Indian Community of the Auburn Rancheria (UAIC) and reached agreement on treatment of Tribal Cultural Resources that could be affected by the Project, with consultation closing on Month, Day, Year; and

WHEREAS, on September 17, 2025, the Planning Commission reviewed and considered the above Environmental Documents, and recommended that the City Council determine the Project would not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the EIR and certify the Addendum to the Village 1 Specific Plan EIR; and

WHEREAS, notices describing the Parkwood Project and the time and place of the City Council hearing, including a general explanation of the matter to be considered was published in the Lincoln News Messenger and sent to neighboring property owners pursuant to Chapter 18.92 of the Lincoln Municipal Code; and

WHEREAS, on October 28, 2025, the City Council did hold a duly noticed public hearing and, following discussion and public testimony, voted to determine the Project would not result in any new significant environment effects or substantial increases in the severity of significant effects pervious identified in the EIR.

NOW THEREFORE BE IT RESOLVED:

Section 1. The foregoing recitals are true and correct, and are hereby incorporated by reference.

Section 2. All mitigation measures contained within the Final EIR for the Village 1 Specific Plan Project (SCH #2010102018), as revised, shall remain in force and effect and shall, to the extent still relevant, apply to the Project.

Section 3. Based upon the provisions of CEQA Guidelines Sections 15182 and 15162 and the documentation provided in Exhibit A, Addendum to the Village 1 Specific Plan EIR, the

preparation of an additional supplemental or subsequent EIR is not required prior to approval of the proposed entitlements.

PASSED AND ADOPTED this 28th day of October, 2025 by the following vote:

AYES:	Councilmembers:	Andreatta, Eklund, Pearl, Reedy
NOES:	Councilmembers:	NONE
ABSENT:	Councilmembers:	Brown
ABSTAIN:	Councilmembers:	NONE

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

Exhibits:

A. Addendum to the Village 1 Specific Plan EIR for the Parkwood Project
B. Village 1 Specific Plan EIR Mitigation Monitoring Report

PARKWOOD PROJECT IN VILLAGE 1

CEQA ADDENDUM

INTRODUCTION

The Parkwood project (proposed project) is located within the Village 1 Specific Plan. The Village 1 Specific Plan (Specific Plan) provides direction for development of 1,832 acres of land within the City of Lincoln. The Specific Plan identifies land use designations and zoning for the plan area, the circulation system, utilities systems, parks and open space, and other planning considerations. In addition, the Specific Plan includes a wide range of goals and policies, design guidelines and development standards that would guide development within Village 1.

The City certified an Environmental Impact Report for the Village 1 Specific Plan EIR (SCH No. 2010102018), adopted the Mitigation Monitoring Program, and approved the Specific Plan on November 27, 2012. In 2013, revisions to the Specific Plan and an addendum were adopted to address changes to the Oak Tree Lane connection to Sierra College Boulevard and provision of an additional elementary school site. In 2015, 1,712 acres of the Village 1 Specific Plan were annexed into the City. Approximately 120 acres of the adopted Specific Plan were not included in the annexation due to opposition of the property owners. In March 2020, the Specific Plan was revised, and rezoning was adopted for a portion of the plan area known as Turkey Creek Estates, which occupies 248 acres on the eastern side of the plan area, north of McBean Park Drive. The amendments reduced the amount of land designated Village Country Estates (VCE) and increased the amount of Village Low Density Residential (VLDR) acreage within the northern portion of the Turkey Creek Estates project. This resulted in a reduction of 128 VCE units and a corresponding increase of 128 VLDR units. Parks acreage was also reduced slightly, and there was an increase in the amount of open space. The total amount of developable acreage within the Specific Plan was unchanged. In September 2023, the City Council approved another amendment to the Village 1 Specific Plan, realigning Oak Tree Lane and making minor modifications to the land use plan. As a result, the total number of residential units was reduced to 5,610 from 5,639.

The Parkwood project is proposed for Village 1 Planning Areas (PA) 27A, 27C, 65D and 70. The Parkwood project would make minor changes to the boundaries of the land use designations for Village Medium Density Residential (VMDR) and Village Park/Recreation (VPR) (see **Figure 4** below).

The California Environmental Quality Act (CEQA) Guidelines Section 15163 state that a lead agency or responsible agency may prepare a Supplement to an EIR if any of the conditions described in Section 15162 for a Subsequent EIR are present, and if only minor additions or changes to the previous EIR are necessary to make the previous EIR adequately apply to the project in the changed situation. The following are conditions contained in the CEQA Guidelines Section 15162 that would apply to the preparation of a Subsequent EIR:

1. Substantial changes are proposed in the project which would require major revisions of the previous EIR or negative declaration due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken, which would require major revisions of the previous EIR or negative declaration due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

a) The project would have new or more significant effects not discussed in the previous EIR or negative declaration;

b) Significant effects previously examined would be substantially more severe than shown in the previous EIR;

c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the proposed proponents decline to adopt the mitigation measures or alternative; or

d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adapt the mitigation measure or alternative.

If there are some changes to the project, or if additional information is needed, but none of the above criteria are met, then the Lead Agency may prepare an addendum (CEQA Guidelines Section 15164). This addendum evaluates whether the Parkwood project is fully and adequately addressed by the Village 1 Specific Plan EIR, as most recently modified and certified. For the reasons discussed below, the proposed Parkwood project would not result in new significant environmental impacts or substantially increase the severity of environmental impacts identified in the Village 1 EIR. As discussed below, the proposed changes to land use acreages would not substantially increase any impacts identified in the EIR. The discussion in this Addendum focuses on impacts that were found to be significant, with or without mitigation, in the Village 1 EIR and/or for which the proposed Parkwood project would result in a substantial change in the severity of an impact (either reducing or increasing the severity).

PROJECT OVERVIEW

The Parkwood project provides for 122 medium density residential units, associated infrastructure and 4.2 acres of parks on approximately 21 acres located within the Village 1 Specific Plan area within the City of Lincoln.

Project Location

The project site is located in the City of Lincoln south of McBean Park Drive within the Village 1 Specific Plan (see **Figures 1 and 2**). The Assessor's Parcel Number is 021-274-071-000. The project site is bounded by the Placer County corporation yard and former gun range and missile site to the west, undeveloped properties to the north and east, including the proposed Leavell Ranch project, and the Hidden Hills subdivision to the south. The Oak Tree Lane extension is under construction and bounds the southern border of the project site.

The VPR-zoned portion of the parcel at the northern edge of the property contains a portion of a large pond that is intended to be incorporated into a regional park when the Specific Plan is fully developed.

There are a number of existing structures on the project site associated with a vacant rural residence, including a burned home site, large metal outbuilding, garage, sheds, bridges and hardscape. These home site dates from the 1990s. None of the structures are occupied or maintained at this time and would all be removed during site preparation for the proposed project.

Proposed Project Components

A total of 122 residential units are proposed on 15.8 acres. All units would be medium density, with an overall average density of 7.7 units per acre, which is consistent with the VMDR designation.

The proposed project also includes two parks – including a portion of the regional park site that will be

dedicated to the City – occupying a total of 4.2 acres and approximately 0.40 acres of landscape corridors. The layout of the proposed project is shown in **Figure 3**.

The proposed project would develop the project site with land uses and densities that are consistent with the adopted Specific Plan. The acreage for each use would vary slightly from the adopted Specific Plan, as shown in **Table 1** and **Figure 4**. In addition, parcel boundaries would be modified slightly, including the boundaries for the VPR parcels. As a result, there would be an increase of 1.4 acres of parks and recreation acreage, an increase of 85 percent for the project site. The amount of acreage for residential uses would be reduced by approximately 1.4 acres, or about 8 percent.

Table 1
Land Use Comparison

Land Use/Zone	Adopted Specific Plan Acreage	Proposed Acreage	Difference
Village Medium Density Residential (VMDR)	17.2	15.8	-1.4
Village Parks and Recreation (VPR)	2.8	4.2	+1.4
Landscape Corridor (Village Open Space)	0.4	0.4	0
Rights-of-Way	0.5	0.5	0
Total	20.9	20.9	0

The 122 residences built within the project site would be single or two story. All units would be single family. Lots would range from 29 to 135 feet in width (most lots would be 40-45 feet wide) and 78 to 142 feet in depth. Lot sizes would range from 3,238 square feet to 8,586 square feet, with an average lot size of 4,174 square feet.

Circulation
Primary access to the project site would be provided by Silverado Trail, a new collector street proposed north of Oak Tree Lane and west of the project site. Silverado Trail would be constructed adjacent to but outside of the project boundaries through an agreement with the adjacent landowner. Silverado Trail would have two 11-foot travel lanes. Separated sidewalks, bike/NEV lanes and planters would be provided on either side of the roadway.

Ultimately, Silverado Trail is intended to be extended farther north in order to provide access to the planned Regional Park west of the project site in the future.

Secondary access would be provided by a connection to the extension of Oak Tree Lane currently under construction as part of the Hidden Hills subdivision to the south. Oak Tree Lane adjacent to the project site is planned to have single travel lanes in each direction and a 13-foot median, with bike/NEV lanes, separated sidewalks and masonry sound walls on each side.

Internal streets would have two travel lanes and either separated or adjacent sidewalks. An east-west roadway connection would also be provided to the adjacent property project to the east. No trails are proposed to be built with this project.

Utilities
New onsite and offsite infrastructure are proposed to be constructed as part of the project consistent with the Village 1 Specific Plan. Water, sewer and drainage services will be provided by the City of Lincoln. Under the Village 1 Specific Plan, major water, sewer and dry utility lines would be placed within the Oak Tree Lane right-of-way, connecting to lines in SR 193/McBean Park Drive. The

proposed project's utility lines will connect to the lines in Oak Tree Lane. The utilities within Oak Tree Lane are currently being constructed and are anticipated to be complete prior to buildout of the proposed project. The proposed project is intended to be served entirely by gravity flow. As an alternative, a lift station may be installed in Silverado Trail if necessary in order to make the sewer system work efficiently.

Project stormwater runoff would be conveyed to the northern park site, entering the existing swales and flowing into the pond in the northwest corner of the project site, and from there to the larger pond to the north. Silverado Trail would be captured in storm drain lines within the road. The northern portion would connect to the project storm drain system; the southern portion would discharge to the system within Oak Tree Lane.

Other

Temporary construction easements (CE's) are proposed outside of the project site. CE's are proposed west of the project site within the Regional Park site, and north of the project site within an area designated Village High Density Residential (VHDR). Another CE is proposed east of the project site within a portion of Leavell Ranch designated VMDR. Development of this area was addressed in the CEQA Addendum prepared for the Leavell Ranch project prior to its recent approval.

The intent of these easements is to allow some grading offsite to conform to grading on the adjacent parcels. At this time, the only project that is anticipated to be constructed in the same timeframe as the proposed project is Leavell Ranch to the east. Similar to Leavell Ranch, development on the parcels to the west and north would be subject to CEQA prior to any ground disturbance. Therefore, the temporary construction easements are not addressed further in this Addendum.

The applicant intends to transfer some density from the project site to another project (Stardust 12), under the same ownership, in the eastern portion of Village 1. The construction of the Parkwood project is not contingent on development of the Stardust 12 project that would receive the density transfer, and the City will not be approving the transfer as part of the Parkwood project approvals. The environmental impacts of increasing the density on the Stardust 12 project will be addressed as part of the CEQA analysis for that project, and the City will then decide whether to approve the transfer. Therefore, the density transfer is not addressed further in this Addendum.

ENVIRONMENTAL ANALYSIS

Aesthetics and Visual Quality

The Village 1 EIR found that changes in the visual character of the plan area would be a significant and unavoidable impact due to the conversion of open views of agricultural land and oak woodlands to an urban and suburban development (Impact 4.1-2). The City adopted a Statement of Overriding Considerations documenting that the benefits of the Specific Plan outweighed the environmental effects, including changes in visual quality. The EIR also found that the introduction of lighting into the plan area would be mitigated to a less-than-significant level with mitigation requiring that all light standards be shielded and directed downward (Impact 4.1-3).

The proposed Parkwood project would not substantially alter the visual impacts identified in the Specific Plan. The project site is not visible from any existing roadways, but would be visible from other development within Village 1, including from the Oak Tree Lane extension. Project development would comply with the Village 1 Specific Plan Design Guidelines, and would be compatible with other Village 1 development.

The project site is not visible from a scenic highway, existing public gathering areas (e.g., parks) or roadways, or from existing residential areas. Therefore, the development would not alter existing, publicly-accessible views, so no new visual impacts would occur.

The proposed project would introduce new sources of light; however, compliance with Mitigation Measure 4.1-3 (shielding light fixtures and directing them downward) will ensure that the impact is not more severe than indicated in the Village 1 EIR.

Impacts Associated with Ground Disturbance

The proposed project proposal would not alter the amount of Open Space or the acreage to be disturbed within the Village 1 Specific Plan area. Therefore, as discussed in more detail below, impacts related to ground disturbance, such as loss of biological habitat and generation of dust, would be essentially the same as those identified in the Village 1 EIR.

The proposed project identifies one offsite improvement—the partial construction of Silverado Trail west of the project site. Silverado Trail would be a roadway that provides access to the proposed project, and ultimately, to the Regional Park west of the project site. This park access is shown in the Village 1 Specific Plan, and was therefore considered in the Village 1 EIR at a programmatic level. Because this area was assumed to be developed in the Village 1 Specific Plan and EIR, it would not increase the area of disturbance for the Specific Plan as a whole, nor increase the impacts associated with ground disturbance.

Agriculture

The site is designated "Farmland of Local Importance" on the Important Farmland map[1], which is not considered Important Farmland, and is not under a Williamson Act contract. Therefore, development of the project site would not result in the substantial loss of agricultural resources (Impacts 4.2-1 and 4.2-2).

Biological Resources

A Biological Resources Assessment and an Aquatic Resources Delineation Report were prepared for the project site. Surveys were conducted of the project site and the temporary construction easements, which include the Silverado Trail alignment. Like much of the Village 1 plan area as a whole, the Parkwood project site consists primarily of non-native annual grassland and oak woodland. The project site also contains previously developed areas, including an approximately one-acre rural residential site and a road.[2]

The project site also contains a total of 1.032 acres of wetlands and other waters; an additional .00022 acres of seasonal wetlands are located offsite, in the Silverado Trail alignment.[3] An approximately 0.741-acre pond is located in the northwest corner of the project site.[4] This pond drains to a large pond located north of the project site.

There are three seasonal wetlands located in the eastern portion of the project site, totaling 0.036 acres.[5] In addition, there are two seasonal wetlands swales, totaling 0.255 acres, that convey storm water runoff and flow east to west into the pond.[6]

There are also two seasonal wetlands located in the northern portion of Silverado Trail that would be constructed to provide access to the project site.[7] These seasonal wetlands, totaling 0.0022 acres, are located in an upland ditch that is no longer used to convey water, and do not appear to receive enough runoff to flow to the ditch that flows into the pond.[8] The applicant is requesting a Preliminary

1 California Important Farmland Map, https://maps.conservation.ca.gov/dlrp/ciff/, accessed June 27, 2025.
2 Madrone Ecological Consulting, *Biological Resources Assessment, Parkwood Property,* July 2025, Table 2.
3 Madrone Ecological Consulting, *Aquatic Resources Delineation Report,* March 2025, Attachment B.
4 Madrone Ecological Consulting, *Aquatic Resources Delineation Report,* March 2025, Attachment B.
5 Madrone Ecological Consulting, *Aquatic Resources Delineation Report,* March 2025, Attachment B.
6 Madrone Ecological Consulting, *Aquatic Resources Delineation Report,* March 2025, page 6.
7 Madrone Ecological Consulting, *Biological Resources Assessment, Parkwood Property,* July 2025, Figure 5.
8 Madrone Ecological Consulting, *Aquatic Resources Delineation Report,* March 2025, page 5.

Jurisdictional Determination for the wetlands on the project site.[9]

The project site does not contain any stream systems, mapped 100-year floodplains, or vernal pools.[10]

There is a high probability that one special-status species could use nesting and foraging habitat within the project site: white-tail kite.[11] The project site provides moderate potential habitat for a number of special-status species. Woolly rose-mallow, a special-status plant, could occur in the fringes of the pond, rock walls and/or the bridge footings of one of the wetland swales. Other special-status plant species, specifically Ahart's dwarf rush, Legenere and Sanford's arrowhead, could occur within wetlands and wetland swale edges. Vegetation adjacent to the pond could provide nesting habitat for tri-colored blackbird. The annual grassland and oak savannah also provide suitable habitat for grasshopper sparrow and Swainson's hawk.[12]

There is a low probability that the following special-status plant species could occur on site. Big-scale balsam root could occur within annual grasslands and oak savannah. Spicate rosinweed could occur in rock outcrops and granite piles. Dwarf downingia and pincushion naverretia could occur within seasonal wetlands and swales. Boggs Lake hedge-hyssop could occur in seasonal wetlands or the margins of the pond. Brazilian watermeal could occur in the pond.[13]

Animal species with a low probability of occurring include vernal pool fairy shrimp and western spadefoot, which could use seasonal wetlands and swales. Bird species with some, but low, probability of occurring on site include burrowing owl, bald eagle and California black rail. Limited small willows and cottonwoods found within the project site could provide roosting habitat for one special-status bat species—western red bat, which is a State species of special concern. However, it is typically found in riparian areas (which would not be affected by the project), and no occurrences have been documented within 5 miles of the project site. For these reasons, there is a low likelihood of this species occurring within the project site.[14] The pond and the surrounding upland areas could provide habitat for western pond turtle.[15]

No elderberry shrubs, which provide habitat for the Valley elderberry longhorn beetle, were identified during surveys of the project site.[16]

With the exception of the pond, the Parkwood project would replace the natural habitats with residential development, streets, recreational uses and associated facilities. The loss of biological resources would be similar to the impacts assumed under the Specific Plan as adopted, because the proposed project would develop the same amount of acreage. The conversion of approximately 20 acres to urban uses, plus the acreage for the Silverado Trail, would result in a loss of wetlands and wetland species, including vernal pool fairy shrimp and western spadefoot (Impacts 4.1-1, 4.4-2, 4.4-15 and 4.4-17 of the EIR), the potential loss of special-status plant species habitat (Impact 4.4-3), potential loss of western pond turtle and/or degradation of its habitat (Impact 4.4-4), the loss of oak woodlands (Impact 4.4-14), and the potential disturbance for nesting and/or foraging habitat for several bird species (Impacts 4.4-5 through 4.4-8, 4.4-10 and 4.4-16). The Village 1 EIR anticipated development of this area, so the loss of biological resources would not result in new or substantially more severe impacts on biological resources.

9 Madrone Ecological Consulting, *Aquatic Resources Delineation Report,* March 2025, page 6.
10 Madrone Ecological Consulting, *Biological Resources Assessment, Parkwood Property,* July 2025, pages 14 and 16.
11 Madrone Ecological Consulting, *Biological Resources Assessment, Parkwood Property,* July 2025, Table 5.
12 Madrone Ecological Consulting, *Biological Resources Assessment, Parkwood Property,* July 2025, Table 5.
13 Madrone Ecological Consulting, *Biological Resources Assessment, Parkwood Property,* July 2025, Table 5.
14 Madrone Ecological Consulting, *Bat Habitat Assessment, Parkwood Lincoln,* July 15, 2025, Page 4.
15 Madrone Ecological Consulting, *Biological Resources Assessment, Parkwood Property,* July 2025, Table 5.
16 Madrone Ecological Consulting, *Biological Resources Assessment, Parkwood Property,* July 2025, page 16.

The Village 1 EIR identified mitigation measures that would reduce impacts on biological resources to a less-than-significant level. These measures included rare plants, western pond turtle, vernal pool crustacean and nesting bird prior to initiation of ground disturbance, ensuring no net loss of wetland resources (which can be achieved through the US Army Corps of Engineers 404 permit), and compensation for loss of oak woodlands. Since the Village 1 Specific Plan was originally adopted, Placer County prepared and adopted the Placer County Conservation Plan (PCCP), which addresses many of the special-status species and habitats that are identified in the Village 1 EIR. In 2020, The City of Lincoln adopted the PCCP and made findings that the PCCP EIS/EIR adequately addressed the environmental impacts of the PCCP, including the environmental effects of future development. The City's adoption of the PCCP requires that development projects participate in the PCCP in order to mitigate the effects on those species addressed by PCCP and that would be adversely affected by the project development. Therefore, Village 1 mitigation measures addressing species covered by the PCCP have been supplanted by the requirement to comply with the PCCP.

Therefore, in lieu of implementing the biological resources mitigation measures, the Parkwood applicant must pay fees to the Placer County Conservation Plan (PCCP) for those species and habitats covered by the PCCP. The PCCP is a regional, comprehensive program intended to protect, enhance, and restore natural resources in western Placer County, while streamlining permitting for urban development. The PCCP includes three program components:

- The *Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan*, a joint habitat conservation plan and natural community conservation plan (HCP/NCCP) that would protect fish, wildlife, plants, and their habitats and fulfill the requirements of the federal Endangered Species Act of 1973, as amended (ESA), and the California Natural Community Conservation Planning Act (NCCPA).
- The *Western Placer County Aquatic Resources Program* (CARP) that would protect streams, wetlands, and other water resources and fulfill the requirements of the Clean Water Act (CWA) and analogous state laws and regulations.
- The *Western Placer County In-Lieu Fee Program* (ILF Program) that fulfills compensatory mitigation requirements under Section 404 of the CWA.[17]

The PCCP encompasses approximately 270,000 acres in western Placer County, including the City of Lincoln. It addresses a wide range of habitat and species, including several species each of fish, invertebrates, amphibians, reptiles, birds and mammals. Most of the special-status species that could occur within the project site are covered by the PCCP, including Swainson's hawk, western pond turtle, California black rail, tricolored blackbird, vernal pool crustaceans, and Valley elderberry longhorn beetle.[18] The PCCP is also designed to provide for conservation of landscapes and natural communities through establishment of a reserve system, stream protection measures, and wetland conservation with no net loss of wetland values or function. For example, the loss of oak woodlands and/or wetlands could be mitigated through payment of the PCCP fee, which would be used to preserve and/or enhance areas with these habitats.

For those habitats or species that are not covered by the PCCP, a project would need to implement the applicable CEQA mitigation. In the case of the Parkwood project, five plant species have low to moderate potential to occur on sit – Woolly rose-mallow, Ahart's dwarf rush, Legenere, Sanford's arrowhead and Brazilian watermeal – and the PCCP does not address these plants. Therefore, the project would still need to implement Mitigation Measure 4.4-3, which addresses rare plant species. Note that the Brazilian watermeal would only occur in the pond, which would be undisturbed by the

17 Placer County, *Placer County Conservation Program Final Environmental Impact Statement/Environmental Impact Report*, May 2020, Table 2-11, page 1-1.

18 Placer County, *Placer County Conservation Program Final Environmental Impact Statement/Environmental Impact Report*, May 2020, Table 2-11, page 2-39.

project. Mitigation Measures 4.4-13, which addresses ambient light affecting wildlife, would also need to be implemented even if the applicant paid the PCCP fee.

Although the likelihood of special-status bats occurring on the project site is low, the following mitigation measure is recommended to further reduce the less-than-significant impact on bat species:

> Mitigation Measure 4.4-12(c)
>
> If construction commences after July 2026, a qualified biologist shall conduct a bat habitat assessment as described. If roosting bats are discovered, the measures identified on pages 4 and 5 of the *Bat Habitat Assessment (July 2025)* prepared by Madrone Ecological Consulting in order to protect roosting bats.

Cultural and Paleontological Resources

At the time that the Village 1 EIR was prepared, only portions of the plan area had been surveyed for cultural resources. Mitigation Measures 4.5-1 and 4.5-2 require that surveys for historically significant and archaeological resources be conducted for those areas that had not been previously surveyed. In addition, for those resources that had been previously identified, they should be evaluated for eligibility for listing on the National Register of Historic Places (NHRP) and California Register of Historic Resources (CRHR).

As required by Mitigation Measures 4.5-1 and 4.5-2, in 2024, ECORP Consulting, Inc. prepared an evaluation of cultural resources located within the project site, including a records search and a field survey of the entire project site, the Silverado Trail alignment that would serve the project and the temporary construction easements.[19] No prehistoric features were identified.[20]

Several buildings associated with a rural residence, including a garage and outbuildings, are present within the Project Area. The burned remains of a residence are located to the west of the garage and outbuildings. According to a review of aerial photographs and topographic maps, the buildings date from the 1990s. One building is first depicted on the 1992 topographic map, with the remaining buildings being visible on the 1995 aerial photograph.[21] Because the buildings on the project site are less than 45 years old, they would not be considered historically significant (Impact 4.5-1).

Although the site survey did not identify any cultural resources within the project site, there is the possibility that subsurface resources could be present. Construction activities, particularly grading and excavation, could damage or destroy such resources if they are present. Mitigation Measure 4.5-3 requires that a preconstruction training be provided to construction workers regarding the potential to find unanticipated cultural resources. In addition, Mitigation Measure 4.5-3 requires that if a cultural resource is discovered during construction, all activities within 100 feet of the find must cease until an archaeologist, and if the find is prehistoric, a representative of the tribe can examine the find. It also requires appropriate treatment of any archaeological or tribal cultural resources that are discovered. Additional requirements for treatment of human remains are provided in Mitigation Measure 4.5-4.

Mitigation Measures 4.5-3 and 4.5-4 would ensure that the resources are protected from harm, evaluated, and handled by qualified individuals.

Tribal Cultural Resources

19 ECORP Consulting, Inc., *Cultural Resources Inventory Report for the Parkwood Project Property*, October 2024.
20 ECORP Consulting, Inc., *Cultural Resources Inventory Report for the Parkwood Project Property*, October 2024, page 34.
21 ECORP Consulting, Inc., *Cultural Resources Inventory Report for the Parkwood Project Property*, October 2024, page 32.

Although no prehistoric resources were identified within the project site, there could be resources present that are important to local tribes. Mitigation Measure 4.5-2, as revised in September 2023, outlines the process for consultation with California Native American tribes that are traditionally and culturally affiliated with the Village 1 plan area, and that requested notification pursuant to AB 52. The City notified the United Auburn Indian Community (UAIC) of the proposed Parkwood project, and the shared the finding of the Cultural Resources Report that no prehistoric resources were identified during site surveys. At the time that this Addendum was prepared, consultation with the tribe was closed on October 10, 2025.

Hazardous Materials

The EIR identified several potential impacts due to potential contamination, including exposure to soil or groundwater contamination due to past agricultural and other uses (Impacts 4.7-2 and 4.7-4), and/or lead-based paint and asbestos in structures to be demolished (Impact 4.7-3). As required by Mitigation Measure 4.7-2, a Phase 1 Environmental Site Assessment (ESA) was prepared for the Parkwood project and prior to approval of a specific development permit, any recommendations of the Phase 1 ESA be implemented.

The structures on the project site were constructed in the 1990s, after the use of lead paint and asbestos had been prohibited by law. Given their recent age, the demolition of those structures would not have the potential for exposure to asbestos, lead-based paint or PCBs (Polychlorinated Biphenyls).[22]

Review of various databases identified a number of sites within ½ to 1 mile of the Parkwood site that have been listed as involving hazardous materials. Of particular note, the Beale Air Force Titan missile facility, which was located on Oak Tree Lane, is located immediately west of the project site. The missile site is located within Village 1 on a parcel designated Village Park and Recreation (VPR). Operations at the facility resulted in groundwater contaminated with several hazardous substances, including trichloroethylene (TCE) and benzene. The Village 1 EIR addressed hazardous materials impacts resulting from the abandoned Titan missile base. The Parkwood project site is adjacent to the former missile site parcel; however, the project is not located on parcels that are directly affected by the abandoned missile base. According to Wallace Kuhl's review of groundwater studies prepared for the missile site, affected groundwater does not extend under the project site.[23] In addition, ENGEO collected soil gas samples to determine if the project site had been affected by contaminants emanating from the missile base site. Analysis of the samples included benzene, total petroleum hydrocarbons and TCE. TCE, the primary constituent of concern for the former missile site, was not reported above the laboratory detection limit.[24] Based on the levels of these constituents that were found in site soils, the Phase 1 ESA concluded that the project site is suitable for residential development.[25]

Other hazards sites in proximity to the project site include the former Placer County Corporation Yard, which contained a shooting range, and a fire station that contained leaking underground storage tanks that require no further action, would not negatively affect the project site.[26] A Soil Remediation Work Plan has been prepared for remediation of the lead located on the shooting range site, and Placer County has secured a consultant to undertake the remediation.[27]

A reconnaissance of the project site was conducted, including the residential site. No evidence of

22 ENGEO Incorporated, *Phase 1 Environmental Site Assessment,* August 2, 2024, page 13.
23 Wallace Kuhl & Associates, *Phase 1 Environmental Site Assessment, Parkwood Subdivision, Oak Tree Lane, Lincoln, Placer County, California,* August 22, 2022, page 17.
24 ENGEO Incorporated, *Phase 1 Environmental Site Assessment,* August 2, 2024, page 6.
25 ENGEO Incorporated, *Phase 1 Environmental Site Assessment,* August 2, 2024, page 6.
26 ENGEO Incorporated, *Phase 1 Environmental Site Assessment,* August 2, 2024, page 8.
27 Steve Newsom, Director of Facilities Management, Placer County, memorandum to the Board of Supervisors, June 10, 2025.

contamination was identified. Several decaying 55-gallon drums were present. These were marked "motor oil" but little or no liquid was found in the drums, and there was no evidence of residual liquid, leakage or soil staining. Nonetheless, the Phase 1 ESA recommends that the drums be removed by a licensed professional.[28] As noted above, Mitigation Measure 4.7-2 requires that recommendations provided in the Phase 1 ESA must be implemented.

Because the Village 1 EIR anticipated the historic uses within the plan area, including the Parkwood project site, and there are no identified contaminants that would affect human health or the environment, the Parkwood project would not alter the severity of impacts related to hazardous materials.

Hydrology and Water Quality
The amount of acreage that would be developed under the proposed project would be consistent with the Village 1 EIR assumptions. As a result, the proposed project would generate a similar amount stormwater runoff. The introduction of approximately 20 acres of development could increase flood volumes requiring storage (Impacts 4.8-1, 4.8-2, 4.8-7 and 4.8-9), as well as the potential degradation of stormwater runoff due to erosion and/or urban contaminants (Impacts 4.8-4, 4.8-5 and 4.8-9). The mitigation measures identified in Section 4.8, Hydrology and Water Quality, would be required of the Parkwood project, and would be adequate to reduce impacts related to water quality, flooding and hydrology to a less-than-significant level.

Land Use
The Parkwood project would not alter the potential for land use conflicts within the plan area because the same types and intensities of uses as provided for in the Specific Plan would be developed (Impact 4.9-1). There would not be, for example, a substantial change in the types of land uses within the project site, or the allowable residential densities and/or commercial square footage.

There are agricultural uses in the immediate vicinity of the project site. For the most part, lands adjacent to the project site are used for rural residential and low-intensity agriculture, such as grazing. However, those uses are planned to be replaced by other Village 1 development. After buildout of the Specific Plan, the project site would not be adjacent to any agricultural or rural land. Therefore, there would not be a conflict between the project and agricultural uses.

Noise
At present, there are no existing residences within or adjacent to the project site. However, the City has recently approved several projects within Village 1, including two that are adjacent to the proposed project – the Hidden Hills subdivision to the southwest and the Leavell Ranch project to the east. Homes within the subdivisions could be constructed prior to project construction. If that is the case, residents of these areas could be subjected to heavy equipment and other noise due to project construction. Mitigation Measure 4.10-2 would reduce impacts associated with construction activities to a less-than-significant level by limiting construction hours, locating staging areas away from residential areas, muffling construction equipment and notifying residents within 300 feet of the project site when construction would occur. Because the proposed project would not alter the area being developed, this measure would continue to be adequate to address project construction.

The proposed project would not alter traffic generated by the Village 1 plan area, so there would be no change in future traffic noise levels (Impacts 4.10-1 and 4.10-4). As shown in Village 1 Draft EIR Table 4.10-12, the 60 dBA Ldn contour would be approximately 207 feet from the centerline of Oak Tree Lane.[29] Residents within these contours could be exposed to exterior and interior noise levels that exceed City standards. Mitigation Measure 4.10-5(a) requires that one or more measures be

28 ENGEO Incorporated, *Phase 1 Environmental Site Assessment*, August 2, 2024, page *11*.
29 City of Lincoln, *Draft Environmental Impact for the Village 1 Specific Plan*, May 2012, Table 4.10-2.

included to reduce noise levels for residences in areas where the external noise levels would exceed 60 dBA Ldn, such as noise barriers, windows with a minimum sound rating of 32 and no exterior wall cavities. Sound walls are proposed to be constructed along Oak Tree Lane, including the portion adjacent to the project site, and along and the portion of Silverado Trail adjacent to the project site. These measures would ensure that project residents would not be exposed to unacceptable traffic noise levels.

Traffic, Air Quality, and Greenhouse Gas Emissions

Traffic

Since the Specific Plan was adopted, the CEQA Guidelines have been revised to shift the analysis of traffic impacts from Level of Service (LOS) to Vehicle Miles Traveled (VMT). After July 1, 2020, EIRs must analyze a project's effect on VMT, and LOS can no longer be used as a standard of significance for CEQA purposes. The Village 1 Specific Plan EIR did not address VMT, because LOS was the standard of significance used to evaluate traffic impacts at that time. While changes in level of service are no longer evaluated under CEQA, the City does have General Plan policies that address LOS.

Because the Parkwood project would not increase the number or distribution of units within the Village 1 plan area, the project would not change the amount of traffic. Consequently, the proposed Parkwood project would not alter the conclusions of the EIR with respect to levels of service; therefore, no changes in the size or nature of roadway infrastructure would be needed. Further, it would not increase the number of vehicle miles traveled associated with the Specific Plan (Section 14 of the Draft EIR). In addition, as required by Mitigation Measure 4.14-7, the Parkwood project would contribute its fair share toward the funding of improvements identified as mitigation.

The Village 1 Specific Plan EIR also analyzed the effects of the Specific Plan on transit demand (Impact 4.14-5) and pedestrian, bicycle and NEV vehicle use (Impact 4.14-6). No changes to the provision of transit, bicycle/NEV lanes or pedestrian facilities are proposed by the Parkwood project. Bike/NEV lanes and sidewalks would be provided on the portion of Oak Tree Lane through constructed by the project; therefore, these impacts would continue to be less than significant under the proposed project.

Air Quality and Greenhouse Gas Emissions

Construction activities would generate dust and construction vehicle emissions (Impact 4.3-1). Project construction would comply with Mitigation Measure 4.3-1, which requires dust control and other measures to reduce air pollutant emissions during construction. The proposed project would not increase the amount of acreage that could be developed, so there would be no change in the amount of emissions generated during construction. Therefore, the short-term significant and unavoidable impact due to construction emissions would not be more severe than identified in the Village 1 EIR.

Motor vehicle use is one of the major sources of both air pollutants and greenhouse gas emissions. The proposed Parkwood project would not alter the total number of dwelling units or the amount of commercial development within the Village 1 plan area. Therefore, the amount of vehicle and other emissions generated would be consistent with the EIR assumptions, and the conclusions of the EIR would not change (Impacts 4.3-2, 4.3-3, 4.3-5, 4.3-6 and 4.6-1).

Public Services and Utilities

Parks and Open Space

New development within Lincoln is required to provide both preserved open space and traditional parks. The Village 1 Specific Plan includes 40% of open space (732.8 acres), which is consistent with the General Plan open space requirement. In reviewing the appropriate amount of park land within a development project, the City considers the amount of parkland anticipated in the

Village 1 Specific Plan, the General Plan park standards and the unique characteristics of the individual project.

The City of Lincoln General Plan establishes a standard of 3 acres of Neighborhood Park, 3 acres of open space and 3 acres of citywide parks per 1,000 residents within any project that is approved subject to a Development Agreement, which is required for this project. The Village 1 Specific Plan adjusted the requirement for neighborhood parks to 2.43 acres per 1,000 residents due to the large amount of open space provided within Village 1.[30]

The Village 1 Specific Plan establishes the household population (number of persons expected per household) for various residential densities. The assumed household population of medium density residential development is 2.8 persons per household for medium density residential development.[31] Given that the project proposes a maximum of 122 medium density homes, the Parkwood project is projected to have approximately 341 residents at build out. Therefore, the Parkwood project would be required to provide for 1 acre of open space, 1 acre of regional park and 0.83 acres of neighborhood park.

The project's obligation for .83 acres of neighborhood parks will be met through the development of approximately 1.5 acres of parkland on the project site. The obligation for one acre of regional park will be partially met through dedication of 2.7 acres of parkland in the northwest corner of the project site; this area is designated to become part of the regional park. In addition, the proposed project would be subject to park fees as required by Mitigation Measure 4.12-7. These fees would off-set the cost of constructing the neighborhood/community parks planned within the Village 1 plan area, which could include developing the remainder of the lakefront in the western portion of the Specific Plan area.

The project's obligation for one acre of open space is met though the designation of open space throughout Village 1. The proposed project would not increase the demand for open space beyond the level identified in the Specific Plan. Approximately 40 percent of the Village 1 area is designated Open Space, and the proposed project would not alter that amount.

The EIR found that the impacts on other public services would be less than significant, which would continue to be the case under the proposed Parkwood project.

Other Public Services and Utilities

The Village 1 EIR found that the increased demand for law enforcement, fire protection and public schools would not result in significant environmental effects (Impacts 4.12-1 through 4.12-6). The Parkwood project would not alter the number of residential units, commercial square footage or residents within Village 1 at buildout, so these impacts would remain less than significant.

The Village 1 Specific Plan area, including the project site, is in an area designated Moderate on the CAL FIRE Fire Hazard Severity Zones mapping, and is therefore not considered at substantial risk of wildfire.[32]

Similarly, because the Parkwood project would not alter the total number of residential units or commercial square footage within the Village 1 plan area, and would install infrastructure needed to serve both the project and future Village 1 development, there would be no change in demand for water supply, and generation of wastewater, energy and solid waste (Impacts 4.13-1 through 4.13-12).

30 Frayji Design Group, Inc., *Village 1 Infrastructure and Facilities Financing Plan (Financing Plan), Volume 2, Infrastructure and Phasing Plan*, April 9, 2016, page 32 and Appendix 26.

31 City of Lincoln, *Draft Environmental Impact Report for the Village 1 Specific Plan*, May 2012, page 4.12-19.

32 CAL FIRE, City of Lincoln-Placer County, Local Responsibility Area Fire Hazard Severity Zones, January 22, 2025.

CONCLUSION

As indicated in the above analysis, the proposed Parkwood project would not result in a new significant impact or an impact that is substantially more severe than what was identified in the Village 1 Specific Plan EIR, and no revisions to the EIR, including mitigation measures, are necessary to address the impacts of the project. Therefore, the proposed Parkwood would not result in any conditions identified in CEQA Guidelines Section 15162, and a subsequent or supplemental EIR is not required.

Figure 1: Project Location

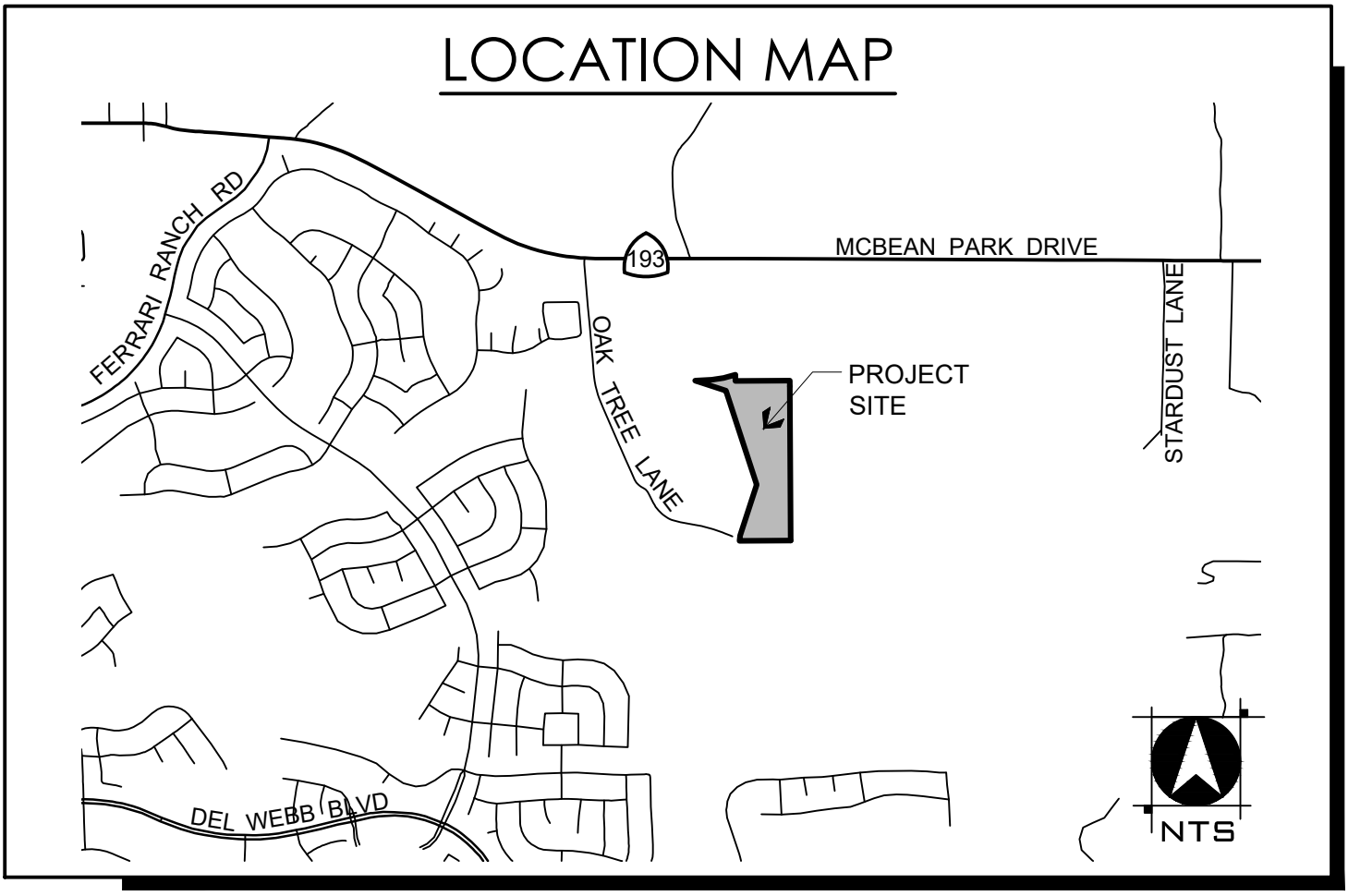
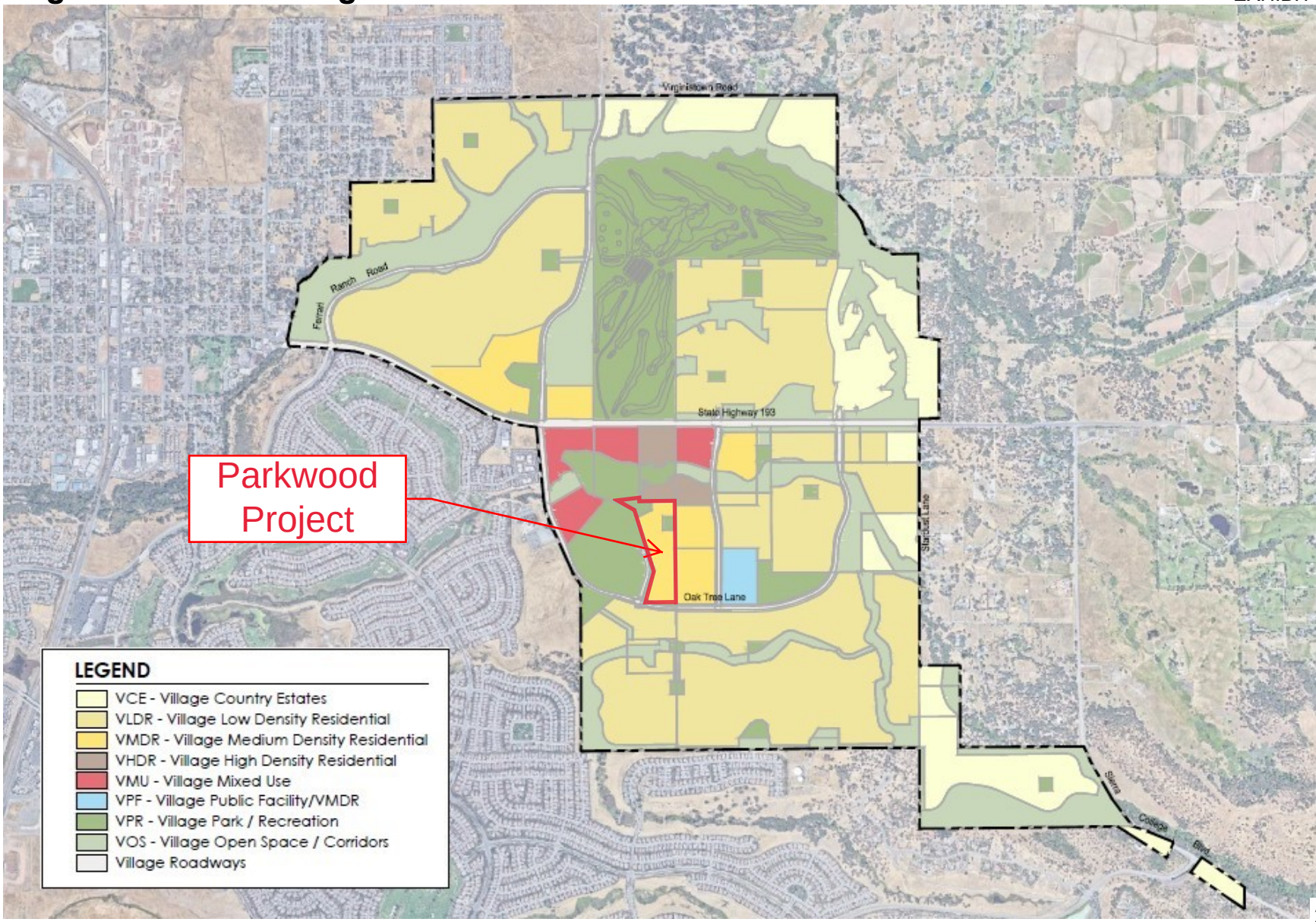
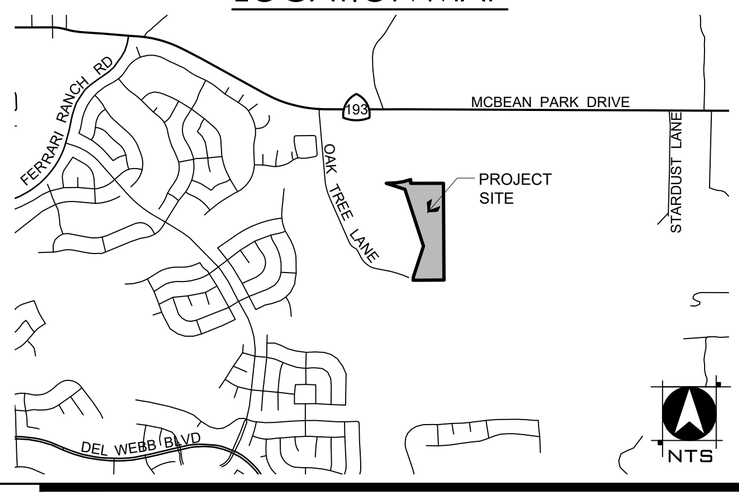


Figure 2: Surrounding Land Uses



LOCATION MAP



PROJECT NOTES

RECORD OWNER
8861 PARKWOOD HOLDINGS, LLC
3824 SKYLINE ROAD
CARLSBAD, CA 92008
CONTACT: PAUL SEARS
PHONE: (818) 974-7126

APPLICANT/DEVELOPER
JEN CALIFORNIA 28, LLC
1478 STONE POINT DRIVE, SUITE 100
ROSEVILLE, CA 95661
CONTACT: JOHN JEWETT
PHONE: (530) 550-5525

PLANNER/ENGINEER
WOOD RODGERS INC.
3741 DOUGLAS BLVD, SUITE 150
ROSEVILLE, CA 95661
CONTACT:
PLANNER: VANCE JONES
ENGINEER: JASON REED, PE C66631
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBERS
021-274-071

AREA
20.9± ACRES GROSS

RESIDENTIAL LOT SIZES
AVERAGE: 4,174 SQ. FT.
MAXIMUM: 8,586 SQ. FT.
MINIMUM: 3,238 SQ. FT.

NUMBER OF LOTS
122 SINGLE FAMILY RESIDENTIAL LOTS
2 PARK LOTS
4 LANDSCAPE LOTS
128 LOTS TOTAL

EXISTING GENERAL PLAN LAND USE
MEDIUM DENSITY RESIDENTIAL (MDR)
PARKS & RECREATION (PR)

PROPOSED GENERAL PLAN LAND USE
MEDIUM DENSITY RESIDENTIAL (MDR)
PARKS & RECREATION (PR)

EXISTING ZONING
VILLAGE MEDIUM DENSITY RESIDENTIAL (VMDR)
VILLAGE PARKS & RECREATION (VPR)

PROPOSED ZONING
VILLAGE MEDIUM DENSITY RESIDENTIAL (VMDR)
VILLAGE PARKS & RECREATION (VPR)

PARKS & RECREATION
CITY OF LINCOLN

POLICE & FIRE PROTECTION
CITY OF LINCOLN

SCHOOL DISTRICT
WESTERN PLACER UNIFIED SCHOOL DISTRICT

SEWER
CITY OF LINCOLN

STORM DRAIN
CITY OF LINCOLN

WATER
CITY OF LINCOLN

ELECTRICITY
PG&E

GAS
PG&E

NOTE:

1) *SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.*
2) *EXISTING TOPOGRAPHY PROVIDED BY WOOD RODGERS AND WAS FLOWN IN 2024. CITY OF LINCOLN BENCHMARK "LIN-8A."*
3) *UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.*
4) *ALL EXISTING RECORDED EASEMENTS ON THE PROPERTY HAVE BEEN VERIFIED AND ARE SHOWN HEREON.*
5) *OWNER WILL DEDICATE ALL EASEMENTS AND RIGHTS-OF-WAY NECESSARY TO PROVIDE ALL ONSITE UTILITIES AND ROADWAYS.*
6) *A 12.5' P.U.E. SHALL BE LOCATED ADJACENT TO ALL PUBLIC STREETS UNLESS OTHERWISE SHOWN ON THIS TENTATIVE SUBDIVISION MAP.*
7) *THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.*
8) *ALL EXISTING STRUCTURES AND SEPTIC SYSTEMS TO BE REMOVED. EXISTING WELLS TO BE REMOVED OR TO REMAIN AS NOTED.*
9) *THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.*
10) *MASTER UTILITY STUDIES WILL BE PROVIDED AT THE TIME OF VILLAGE IMPROVEMENT PLAN SUBMITTAL.*
11) *LOT LINES MAY BE ADJUSTED AT THE TIME OF FINAL MAP PROVIDED THAT NO ADDITIONAL LOTS ARE CREATED AND RESULTING DESIGN IS IN SUBSTANTIAL CONFORMANCE WITH THIS TENTATIVE SUBDIVISION MAP.*
12) *FINAL SUBDIVISION MAPPING SHALL BE PREPARED TO IDENTIFY ALL R/W, IOD, AND/OR PUBLIC/PRIVATE STREETS, IF ANY, NEEDED TO ACCOMMODATE THE CONSTRUCTION PHASING OF THE VILLAGES SHOWN ON THIS TENTATIVE MAP.*
13) *ALL PUBLIC STREETS, LIGHTS, AND DRAINAGE FACILITIES TO BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS, EXCEPT AS SHOWN OTHERWISE HEREON.*
14) *PURSUANT TO SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT, THE PROPERTY WILL BE MERGED AND RESUBDIVIDED AND THE FOLLOWING PUBLIC EASEMENTS ARE TO BE ABANDONED:*
    - *IRREVOCABLE OFFER OF DEDICATION - PUBLIC STREET AND HIGHWAY AND UTILITY PURPOSES - DOC #2017-0090374, O.R.P.C. (13)*
    - *IRREVOCABLE OFFER OF DEDICATION - PUBLIC UTILITY EASEMENT - DOC #2017-0090348, O.R.P.C. (14)*
    - *IRREVOCABLE OFFER OF DEDICATION - MUNICIPAL USE EASEMENT - DOC #2017-0090349, O.R.P.C. (15)*
    - *WATERLINE EASEMENT - 69 DEEDS 151, O.R.P.C. (4)*
    - *WATERLINE EASEMENT - 139 DEEDS 175, O.R.P.C. (5)*
15) *THE FOLLOWING PRIVATE EASEMENTS TO BE QUITCLAIMED:*
    - *ROAD AND UTILITY EASEMENT - 1364 O.R. 419, O.R.P.C. (6)*
    - *ROAD AND UTILITY EASEMENT - 1364 O.R. 431, O.R.P.C. (7)*
    - *ROAD AND UTILITY EASEMENT - 1506 O.R. 619, O.R.P.C. (10)*
    - *TEMPORARY ACCESS EASEMENT - DOC #2018-0000479, O.R.P.C. (16)*
    - *TEMPORARY ACCESS EASEMENT - DOC #2018-0084570, O.R.P.C. (17)*
    - *TEMPORARY CONSTRUCTION EASEMENT - DOC #2022-0014992, O.R.P.C. (18)*

LOT SUMMARY

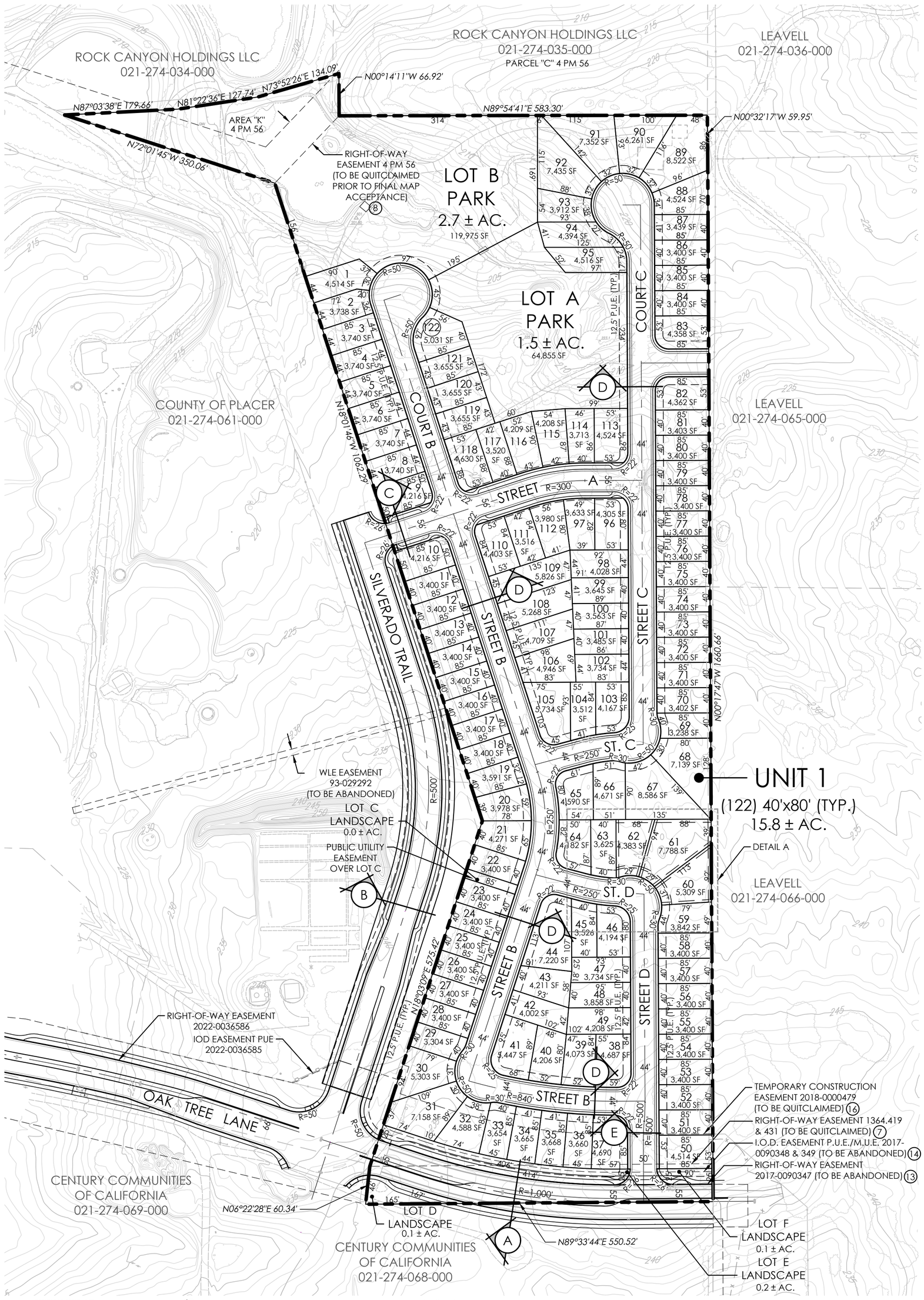
UNIT/LOT NO.	LAND USE	LOT SIZE (MIN.)	LOTS	ACRES	DENSITY (DU/AC)
1	VILLAGE MEDIUM DENSITY RESIDENTIAL	40'X80'	122	15.8	7.7
SUBTOTAL	-	-	122	15.8	7.7
A	PARK	-	1	1.5	-
B	PARK (REGIONAL)	-	1	2.7	-
C-F	LANDSCAPE	-	4	0.4	-
RW	MAJOR RIGHT-OF-WAY	-	-	0.5	-
SUBTOTAL			6	5.1	-
TOTAL			128	20.9	-

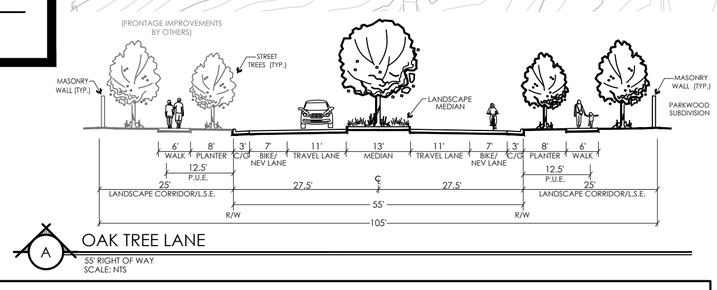
TENTATIVE SUBDIVISION MAP

PARKWOOD

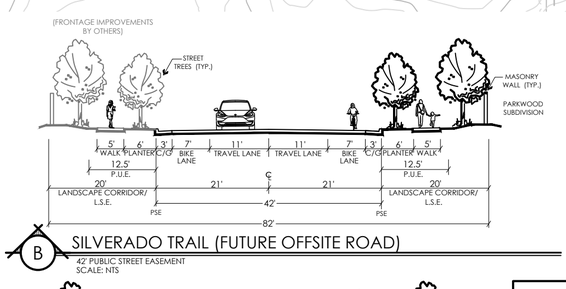
CITY OF LINCOLN, CALIFORNIA

SEPTEMBER 30, 2025



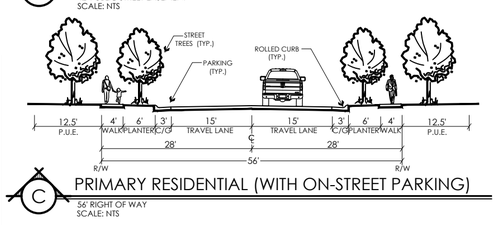


A OAK TREE LANE
55' RIGHT OF WAY
SCALE: NTS

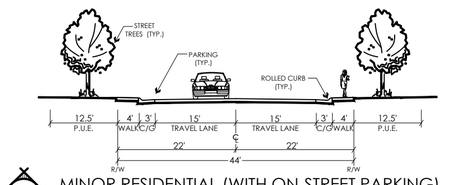


B SILVERADO TRAIL (FUTURE OFFSITE ROAD)
42' PUBLIC STREET EASEMENT
SCALE: NTS

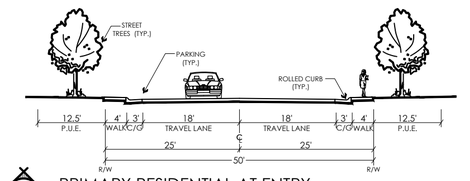
NOTE:
REFER TO SHEET 3 FOR ALTERNATE PROVIDING DRAIN CONNECTION AND OVERLAND RELEASE TO SERVE RUNOFF FROM THE LEAVELL PROPERTY.



C PRIMARY RESIDENTIAL (WITH ON-STREET PARKING)
56' RIGHT OF WAY
SCALE: NTS



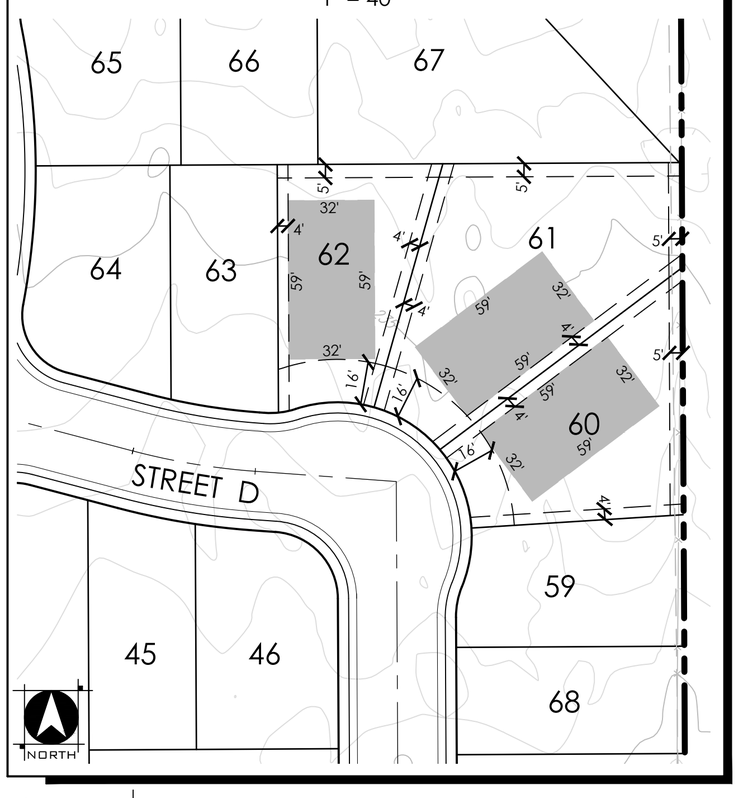
D MINOR RESIDENTIAL (WITH ON-STREET PARKING)
44' RIGHT OF WAY
SCALE: NTS



E PRIMARY RESIDENTIAL AT ENTRY
50' RIGHT OF WAY
SCALE: NTS

DETAIL A:
FIT TEMPLATE AT SETBACKS

1" = 40'



ALTERNATIVE WITH NO ACCESS ROAD TO EAST

1" = 100'

SURVEYOR'S STATEMENT

THE BOUNDARY SHOWN HEREON IS BASED ON THE LEGAL DESCRIPTION AS DESCRIBED IN THE PRELIMINARY TITLE REPORT ISSUED BY PLACER TITLE COMPANY, REPORT NUMBER P-611272, DATED DECEMBER 3, 2024. ALL EASEMENTS SHOWN IN THE REPORT ARE SHOWN HEREON OR IF AN EASEMENT IS NOT PLOTTABLE OR BLANKET, A NOTE TO THAT EFFECT IS SHOWN HEREON. ANY PUBLIC EASEMENTS TO BE ABANDONED ARE SHOWN AS "TO BE ABANDONED WITH THE FINAL MAP" (IF APPLICABLE).

(XX) INDICATES REPORT ITEM NUMBER

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
12/31/2025
No. 7944
STATE OF CALIFORNIA

09/05/2025

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3741 Douglas Blvd, Suite 150
Roseville, CA 95661
Tel 916.341.7760
Fax 916.341.7767

J:\1000-s\1640-Parkwood\Parkwood OA\Planning\Exhibits\EXH_PW_TSM.dwg 9/5/2025 11:40 AM Abby Miramontes

EXHIBIT A

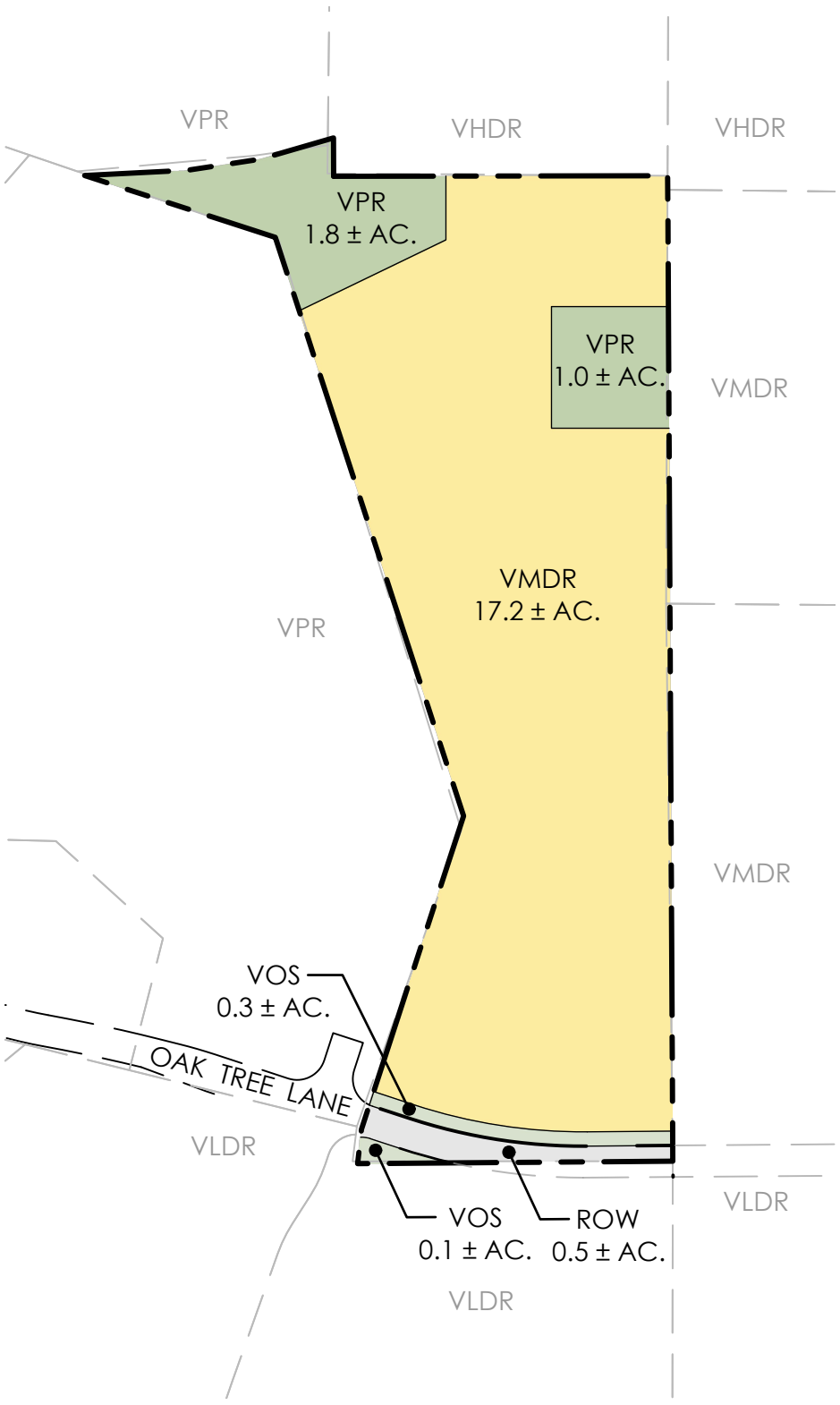
LAND USE ADJUSTMENTS
PARKWOOD TENTATIVE SUBDIVISION MAP

A PORTION OF PARCEL PA 27 IN THE VILLAGE 1 SPECIFIC PLAN

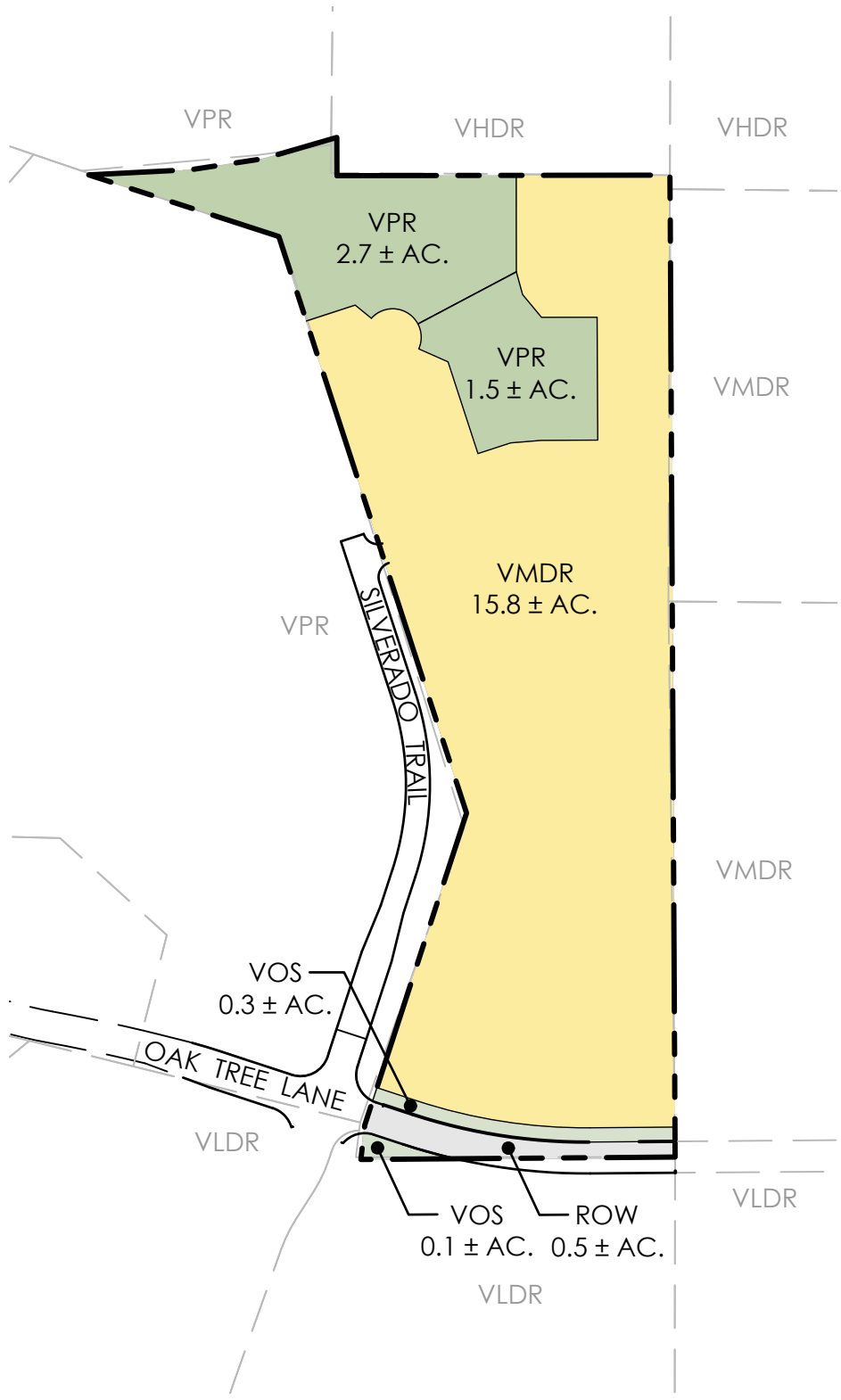
CITY OF LINCOLN, CALIFORNIA

APRIL 25, 2025

EXISTING



PROPOSED



LAND USE SUMMARY

	SPECIFIC PLAN LAND USE DESIGNATION	EXISTING ACRES (G)	PROPOSED ACRES (G)	DIFFERENCE
VMDR	VILLAGE MEDIUM DENSITY RESIDENTIAL	17.2	15.8	-1.4
VPR	VILLAGE PARK/RECREATION	2.8	4.2	1.4
VOS	VILLAGE OPEN SPACE/CORRIDORS	0.4	0.4	0.0
ROW	MAJOR ROADWAYS	0.5	0.5	0.0
TOTAL		**20.9**	**20.9**	**0.0**

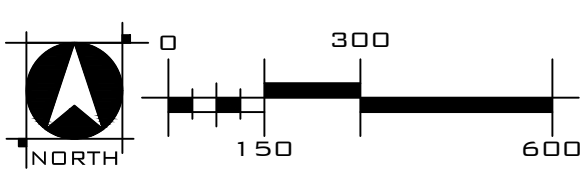


Figure 4: Land Use Comparison

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3741 Douglas Blvd., Suite 150
Roseville, CA 95661
Tel 916.341.7760
Fax 916.341.7767

...30-s\1640-Parkwood\Parkwood OA\Planning\Exhibits\EXH_PW_SP_LandUse.dwg 4/25/2025 4:14 PM Abby Miramontes

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	4.1 Aesthetics and Visual Quality			
4.1-3 The proposed project would introduce light and glare into the project area.	4.1-3(a) All light standards shall be shielded and directed downward so that no light falls onto adjacent properties. 4.1-3(b) Surfaces of multi-story buildings facing streets, open space, parks or residential neighborhoods shall not have reflective surfaces large enough to generate glare that creates a nuisance or safety hazard. 4.1-3l i. If future uses within any park include nighttime activities requiring overhead lights, the project applicant shall use site design and orientation in combination with a configuration of exterior light fixtures that emphasize close spacing and lower intensity light that is directed downward in order to minimize exposure of adjacent uses to lighting and to minimize the amount of light that is visible above the horizontal plane of the light fixture. ii.a. Activity-related lights (as opposed to security lighting) shall be turned off no later than 10:00 p.m. to reduce the amount of disruption to adjacent receptors; and/or ii.b. The City shall place a nuisance easement over parcels that will have direct views of such lights.	Applicant	O	DSD
	4.3 Air Quality			
4.3-1 Construction of the proposed project would generate emissions of PM10 and PM2.5, ROG, NOx, and CO.	4.3-1 The following mitigation measures shall be implemented by the applicant(s) during all grading activities: 4.3-1(a) Prior to issuance of a grading permit, the applicant(s) shall submit to the City of Lincoln, as the lead agency, and receive approval of a Construction Emission/Dust Control Plan. The plan shall be submitted to the PCAPCD for review and comment prior to approval by the City. This plan must address the minimum Administrative Requirements found in section 300 and 400 of PCAPCD Rule 228, Fugitive Dust.	Applicant	G/C	PSD PCAPCD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	4.3 Air Quality			
4.3-1 (continued)	4.3-1(b) The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower of greater) that will be used an aggregate of 40 or more hours for the construction project. The project representative shall provide the District with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreperson. The project shall provide a plan for approval by the District demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average up to 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. The District should be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available.	Applicant	P, C	PSD PCAPCD
	4.3-1(c) In order to control dust, an operational watering truck shall be on site during construction hours. In addition, dry chemical sweeping is prohibited. Watering at the construction site shall be carried out in the compliance with operating APCD rules and City of Lincoln requirements.	Applicant	C	PSD
	4.3-1(d) The contractor shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations. The prime contractor shall be responsible for having an individual, certified by CARB to perform Visible Emissions Evaluations (VEE), who shall routinely evaluate compliance to Rule 228, Fugitive Dust, on a weekly basis. Fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. If lime or other drying agents are used to dry out wet grading areas they shall be controlled as to not exceed District Rule 228 Fugitive Dust limitations.	Applicant	C	PSD
	4.3-1(e) The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall “wet broom” the streets (or use another method to control dust as approved by the City) if silt, dirt, mud or debris is carried over to adjacent public thoroughfares.	Applicant	C	PSD
	4.3-1(f) The prime contractor shall apply methods such as surface stabilization, establishment of the vegetative cover, paving, or other methods to control dust approved by the City.	Applicant	C	PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.3-1 (continued)	4.3-1(g) The prime contractor shall apply water or use other method to control dust impacts offsite. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.	Applicant	C	PSD
	4.3-1(h) No open burning of removed vegetation shall be allowed unless permitted by the PCAPCD. All removed vegetation material shall either be chipped on site or taken to an appropriate recycling site, or if a recycling site is not available, a licensed disposal site.	Applicant	C	PSD
	4.3-1(i) Traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less.	Applicant	C	PSD
	4.3-1(j) The prime contractor shall suspend all grading activities when wind speeds (including instantaneous gusts) are high (typically winds greater than 25 miles per hour), and dust is traveling off-site.	Applicant	C	PSD
	4.3-1(k) If required by the Engineering Division and/or the Department of Public Works, the contractor shall hold a pre-construction meeting prior to any grading activities. The contractor may invite the PCAPCD to the pre-construction meeting in order to discuss the construction emission/dust control plan with employees and/or contractors.	Applicant	C	PSD PCAPCD
	4.3-1(l) Stockpiles of dirt shall be covered when not being used or otherwise controlled to prevent erosion and/or dust.	Applicant	C	PSD
	4.3-1(m) During construction, the contractor shall use existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators rather than temporary diesel power generators where feasible.	Applicant	C	PSD
	4.3-(n) A person shall not discharge into the atmosphere volatile organic compounds (VOC's) caused by the use or manufacture of Cutback or Emulsified asphalts for paving, road construction or road maintenance, unless such manufacture or use complies with the provisions of Rule 217.	Applicant	C	PSD
4.3-2 Operation of the proposed project would generate criteria pollutant emissions (ROG,	4.3-2(a) Wood burning or pellet appliances shall not be allowed in any residential units. Only natural gas or propane fired fireplace appliances shall be installed.	Applicant	B	DSD
	4.3-2(c) For those projects that include stationary sources (e.g., gasoline dispensing facility, dry cleaning, large HVAC units), the applicant shall obtain an Authority to Construct (ATC) permit prior to issuance of a Certificate of Occupancy.	Applicant	O	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
NOx, CO, PM10, and PM2.5).	4.3-2(d) Prior to approval of Improvement Plans, the applicant shall show that a Class 1, 2, or 3 bicycle lane(s) is provided in areas as approved by the Engineering Division and/or the Department of Public Works (or similar divisions within each jurisdiction), as defined elsewhere in these conditions of approval.	Applicant	G	PSD
	4.3-2(e) Prior to Design Review Approval, the Site Plan shall show that the applicant has provided the appropriate number of preferential parking spaces for employees that carpool/vanpool/rideshare as well as the appropriate preferential parking for NEVs as required by the District and City Policy. Such stalls shall be clearly demarcated with signage as approved by the approving committee.	Applicant	G	DSD
	4.3-2(f) Prior to Design Review approval, the applicant shall show that on-stie bicycle racks are provided.	Applicant	B	DSD
4.3-5 The proposed project would contribute to cumulative increases in criteria air pollutant emissions.	4.3-5(a) At the time a final map is submitted, the City, in coordination with PCAPCD, shall calculate the emissions associated with the land uses to be approved under that particular tentative map. Based on that calculation, the applicant shall do one or a combination of the following to ensure NOx emissions do not exceed 10 lbs within the full Plan Area. Once the 10 lbs per day has been reached, subsequent projects must demonstrate no net increase in NOx emissions. The City shall consult with the PCAPCD to determine whether the measures proposed by the applicant would fully offset project emissions. i) Reduce emissions on-site by incorporating design features that would reduce NOx emissions. These features may include, but would not be limited to, energy conservation or “green” building features such solar panels, energy efficient heating and cooling, energy star appliances, and/or measures that would reduce vehicle use, such as bike lockers and transit services, as provided for in Mitigation Measure 4.6-1. ii) Reduce emissions off-site within the same region (i.e., City of Lincoln, Placer County) by participating in an offsite mitigation program coordinated by the PCAPCD and/or by funding energy-efficiency measures (e.g., installation of insulation and/or dual pane windows in existing buildings), vehicle emission reduction measures (e.g., replace diesel school buses with natural gas buses), and/or trip-reduction measures (e.g., bike lanes and/or NEV lanes on streets that do not have them). iii) Participate in the Placer County Air Pollution District Offsite Mitigation Program by paying fees based on the project’s contribution of pollutants (ROG and NOx), adjusted by credit received for any applicable measures implemented by the project on or offsite. The actual amount to be paid shall be determined, and	Applicant	I	DSD PCAPCD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.3-5 (continued)	satisfied per current California Air Resources Board guidelines, at the time of recordation of small lot tentative maps.			
	4.4 Biological Resources			
4.4-1 The proposed project would result in the filling or adverse modification of jurisdictional wetland/ other "waters of the U.S."	4.4-1(a) For projects developed within the programmatic portion, the project applicant shall retain a qualified biologist to conduct a wetland delineation for each project prior to the issuance of a grading permit. This delineation shall be submitted to the US Army Corps of Engineers (Corps) for verification prior to the issuance of any grading permits for the programmatic portion of the project site. If no wetlands are determined to be present, no further mitigation would be required.	Applicant	P	DSD Corps
	4.4-1(b) The project applicant shall prepare a wetland mitigation plan that ensures no net loss of wetlands, consistent with Lincoln General Plan Policies OSC-5.6, OSC-5.7, OSC-5.8, and OSC-5.9. The wetland mitigation plan shall be based on the wetland delineation verified by the Corps. This measure may be implemented through the 404 permit and/or Streambed Alteration Agreement processes. The plan shall include the following or equally effective components.	Applicant	G	DSD Corps CDFG
	4.4-1(c) The project proponent shall compensate for the loss of wetland habitat through a combination of preservation of vernal pools and seasonal wetlands in open space preserves, on-site restoration/enhancement, and the purchase of mitigation credits at an approved mitigation bank. The ratio of compensation shall be determined in consultation with the Corps and California Department of Fish and Game (CDFG), as part of the 404-permit process, but shall not be less than 1:1.	Applicant	G	DSD Corps CDFG
	4.4-1(d) All preserved wetlands shall be dedicated to the City or a non-profit organization acceptable to the City and preserved through perpetual covenants enforceable by the City or other appropriate agencies, to ensure their maintenance and survival.	Applicant/City	O	City
	4.4-1(e) Prior to any construction activities on the site, a protective fence shall be erected around the boundaries of wetlands to be preserved in proximity to the areas that would be disturbed by construction. This fence shall remain in place until all construction activity in the immediate area is completed. No activity shall be permitted within the protected areas except for those expressly permitted by the Corps and/or CDFG.	Applicant	P	DSD
	4.4-1(f) A buffer shall be provided along all preserved wetlands in accordance with the 404 permit. Only those uses allowed in the 404 Permit and/or the Streambed Alteration Agreements shall be permitted in the wetlands preserve and its buffer.	Applicant	I	DSD
	4.4-1(g) Water quality in the wetlands preserve shall be protected using erosion control techniques including (as appropriate), but not necessarily limited to, preservation of	Applicant	G,P,C,O	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-1 (continued)	existing vegetation, mulches (e.g., hydraulic, straw, wood, etc.), and geotextiles and mats, during construction in the watershed. Additionally, urban runoff shall be managed to protect water quality in the wetlands preserve using techniques such as velocity dissipation devices, sediment basins and pollution collection devices.			
	4.4-1(h) Landscape irrigation runoff shall only be permitted to directly enter the wetlands preserve according to the provisions of the 404 Permit and/or the Streambed Alteration Agreement.	Applicant	O	DSD PSD
	4.4-1(i) Mowing and other maintenance activities shall be limited to those detailed in the 404 Permit and/or the Streambed Alteration Agreement.	Applicant	O	DSD PSD
4.4-2 The proposed project could result in the loss of special-status vernal pool crustacean and amphibian species and degradation and/or loss of their habitat.	4.4-2(a) The project applicant for projects within the programmatic portion of the project site shall retain a qualified biologist permitted by the US Fish and Wildlife Service (USFWS) to conduct vernal pool crustacean following current USFWS protocol. Alternatively, the project applicant could forgo the surveys and assume presence of vernal pool crustaceans in all appropriate habitat within the project site. The survey or assumption of presence shall occur prior to the issuance of any grading permits for the programmatic portion of the project site.	Applicant	G,P,C	DSD
	4.4-2(b) The project applicant for projects within the programmatic portion of the project site shall retain a qualified biologist to conduct aquatic surveys for the western spadefoot toad. Because a formal protocol does not exist for western spadefoot toad surveys, the scope of the surveys shall be determined in consultation with CDFG. At a minimum, the aquatic surveys for the western spadefoot toad shall include a search for spadefoot larvae during the appropriate season by a qualified biologist to determine presence or absence and potential project-related impacts to breeding sites.			

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-2 (continued)	4.4-2(c) The following or equally effective measures (as approved by the City and USFWS and/or CDFG shall be required for any vernal pool crustacean and/or western spadefoot habitat identified through protocol surveys or assumed to be present in lieu of surveys. The selected measures may be part of the permitting process. i) The project proponents shall obtain a Biological Opinion from the U.S Fish and Wildlife Service and comply with the conditions and mitigation requirements the Biological Opinion to ensure that no net loss of habitat for vernal pool crustaceans occurs. Mitigation may include, but would not be limited to, both onsite and offsite preservation and creation of vernal pools and other suitable habitat for vernal pool crustaceans, purchase of credits at mitigation banks, payment of in lieu fees approved by the agencies, or other agency approved and required mitigation measures. ii) Orange exclusionary fencing shall be placed and maintained around any avoided (preserved) vernal pool crustacean or western spadefoot habitat during construction to prevent impacts from construction vehicles and equipment. This fencing shall be inspected by a qualified biologist throughout the construction period to ensure that it is in good functional condition. After construction, fencing around open space areas containing wetlands or other sensitive habitats shall be replaced by permanent fencing that will be maintained by the City, and/or the local home owners association. iii) Prior to beginning work in the project site, all on-site construction personnel shall receive instruction regarding the presence of listed species and the importance of avoiding impacts to these species and their habitat. iv) The project proponent shall ensure that activities defined by the USFWS, and Corps, RWQCB, and/or CDFG as inconsistent with the maintenance of the suitability of the remaining vernal pool habitat and associated watershed on-site are prohibited. v) If western spadefoot is present, the applicant shall implement additional measures as deemed appropriate by the City and CDFG.			
4.4-3 The proposed project could result in	4.4-3(a) The project applicant shall retain a qualified biologist to conduct focused surveys in seasonal wetlands and non-native annual grassland habitats within the project site for special-status plant species including but not limited to big-scale balsamroot,	Applicant	P	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
the loss and/or degradation of rare plant populations.	Boggs Lake hedge-hyssop, dwarf downingia, legenere, and pincushion navarretia during the appropriate time of year (March through June). If no special-status plants are located during the surveys, no further mitigation would be required.			
	4.4-3(b) If Boggs Lake hedge-hyssop is located during the surveys in areas that would be disturbed by project construction, those populations shall be avoided and preserved in place to the extent feasible.	Applicant	P,C	DSD
	4.4-3(c) If avoidance is not feasible, the project applicant shall consult with CDFG to obtain an incidental take permit, under Section 2081 of the CESA. Mitigation can be accomplished either in the onsite mitigation preserve area, or at an approved offsite mitigation bank. The ratio of mitigation credits shall be determined during this consultation, and may be conducted concurrently with Mitigation Measure 4.4-2.	Applicant	P,C	DSD CDFG
	4.4-3(d) If any other special-status vernal pool plant species, including, but not limited to dwarf downingia and legenere are located during the surveys in areas that cannot be avoided, the project applicant shall implement Mitigation Measure 4.4-2, with the addition of soil/seed bank salvage, for use in created wetlands in mitigation areas.	Applicant	P,C	DSD CDFG
	4.4-3(e) If the plants cannot be avoided, the project applicant shall consult with the City and the CDFG regarding steps to take to offset the loss of the plants on the project site, such as transplantation, collecting seed or clippings and replanting species in an onsite location, prior to approval of a discretionary permit. At a minimum, at least ten (10) days prior to mass grading in the area that supports special-status plants, the project applicant shall notify the City and CDFG that grading is to occur and aid the CDFG with collection of the plant seeds, if the CDFG so chooses, pursuant to the California Native Plant Protection Act.	Applicant	C	DSD PSD CDFG
4.4-4 The proposed project could result in the loss of western pond turtle and/or degradation of its habitat.	4.4-4(a) Prior to project construction that would disturb any drainages or stock ponds, the project applicant shall retain a qualified biologist to conduct preconstruction surveys of suitable habitat within the area of disturbance and immediately adjacent area on the project site within 30 days prior to project construction to ensure no western pond turtles have established territories. If ground-disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be re-surveyed. If this survey does not identify any western pond turtles on the project site, no further mitigation is required.	Applicant	P	DSD PSD CDFG
	4.4-4(b) If western pond turtles (WPT) are determined to be present within a drainage or stock pond, and the feature is to be retained, exclusionary fencing shall be used to prevent the turtle(s) from entering construction area. The location of the fence shall be determined by a qualified biologist. Any turtles found in or near the construction	Applicant	P,C	DSD PSD CDFG

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-4 (continued)		zone shall be relocated to an appropriate area of suitable habitat a minimum of 100 feet from any active construction zone. Measures shall be implemented to ensure that the drainages and stock ponds will continue to provide adequate habitat for the WPT by protecting water quality and ensuring that the reduction of drainage from the project site does not substantially diminish the water levels in the pond.			
	4.4-4(c)	If the drainage or stock pond cannot be retained, the project applicant shall relocate any WPT found during surveys in a manner developed by a qualified biologist and approved by the CDFG.	Applicant	C	DSD PSD CDFG
4.4-5 The proposed project could result in the direct loss or disturbance of nesting birds protected by the MBTA, including raptors (birds-of-prey).	4.4-5(a)	If construction is to occur between March 15 and August 30, the project applicant shall conduct a pre-construction breeding-season survey of the project site within 30 days of construction onset. Surveys for nesting raptors shall be conducted within 1/4 mile of proposed ground disturbance. The survey shall be conducted by a qualified biologist to determine if any protected raptors are nesting on or directly adjacent to the project site. A nest survey for migratory birds shall be conducted within 500 feet of construction areas to determine if any migratory birds are nesting on or directly adjacent to the project site. The results of the survey shall be valid only for the season when it is conducted. New surveys shall be conducted if construction of the surveyed area extends into the following season, unless all of the potential nesting trees have been removed. A report shall be submitted to the City of Lincoln, following the completion of the bird nesting survey that includes, at a minimum, the following information: i) A description of methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited and persons contacted. ii) A map showing the location(s) of any protected raptor or migratory bird nests observed on the project site.	Applicant	P,C	DSD PSD CDFG
	4.4-5(b)	If the above survey does not identify any protected raptor or migratory bird nests on the project site, no further mitigation would be required. However, should any active nests be located on the project site, the project applicant, in consultation with the City of Lincoln and CDFG, shall avoid all protected raptor and migratory bird nest sites located in the project site disturbance area(s) during the breeding season (approximately March 15 through August 30) while the nest is occupied with adults and/or young. This avoidance could consist of delaying construction in close proximity to the nest during the nesting season. Any occupied nest shall be monitored by a qualified biologist to determine when the nest is no longer used. If the construction cannot be delayed, avoidance shall include the establishment of a non-	Applicant	C	DSD PSD CDFG

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-5 (continued)	disturbance buffer zone around the nest site. The size of the buffer zone will be determined in consultation with the City and CDFG. The buffer zone shall be delineated by highly visible temporary construction fencing.			
4.4-6 The proposed project could result in the loss of nesting Swainson's hawk.	4.4-6(a) The project applicant shall retain a qualified biologist to conduct a Swainson's hawk nesting survey within the area to be disturbed, extending out to ¼ mile. The survey shall be conducted during the nesting season of the same calendar year that construction is expected to begin, and prior to the issuance of any grading permits. If this survey does not identify any nesting Swainson's hawk in the area within the project site that will be disturbed plus the ¼-mile radius, no further mitigation would be required.	Applicant	P	DSD PSD
	4.4-6(b) Should any active Swainson's hawk nests be located within ¼ mile of the disturbance area, no intensive new disturbances (e.g. heavy equipment operation associated with construction, use of cranes or draglines, etc.) or other project-related activities that could cause nest abandonment or forced fledging, shall be initiated within the ¼ mile (buffer zone) of an active nest between March 1 - September 15 (or until August 15 if a Management Authorization or Biological Opinion is obtained for the project). The buffer zone should be increased to 1/2 mile in nesting areas away from urban development (i.e. in areas where disturbance [e.g. heavy equipment operation associated with construction, use of cranes or draglines, new rock crushing activities] is not a normal occurrence during the nesting season).	Applicant	C	DSD PSD CDFG
	4.4-6(c) Nest trees should not be removed to the extent feasible. If a nest tree must be removed, a Management Authorization (including conditions to off-set the loss of the nest tree) must be obtained with the tree removal period specified in the Management Authorization, generally from October 1 to February 1. If construction or other project related activities that could cause nest abandonment or forced fledging are necessary within the buffer zone, then the project applicant shall retain a qualified biologist to monitor the nest site (to determine if the nest is abandoned).	Applicant	C	DSD PSD CDFG
	4.4-6(d) If an active nest is abandoned and if the nestlings are still alive, the project sponsor shall fund the recovery and hacking (controlled release of captive reared young) of the nestling(s). Routine disturbances such as agricultural activities, commuter traffic, and routine facility maintenance activities within ¼ mile of an active nest shall not be prohibited.	Applicant	C	DSD PSD CDFG

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-7 The proposed project could result in the loss of burrowing owl individuals (eggs, nestlings or juveniles).	4.4-7(a) The project applicant shall hire a qualified biologist to conduct both nesting and wintering season surveys for burrowing owl to determine if potential habitat within 500 feet of ground disturbance is used by this species. The timing and methodology for the surveys shall be based on the CDFG/Burrowing Owl Consortium Survey Guidelines and are detailed below. CDFG may require that these surveys be repeated annually if project construction is expected to span over two or more years. <u>Winter Season (December 1 through January 31)</u> • Four site visits on separate days, 2 hours before to 1 hour after sunset or 1 hour before to 2 hours after sunrise. <u>Nesting Season (February 1 to August 31)</u> • Four site visits on separate days, 2 hours before to 1 hour after sunset or 1 hour before to 2 hours after sunrise. At least two of the surveys shall be conducted during the peak nesting season between April 15 and July 15.	Applicant	P	DSD PSD CDFG
	4.4-7(b) In addition to the wintering and nesting season surveys, pre-construction surveys shall be conducted by an experienced biologist within 30-days prior to the start of work activities where land conversions are planned in known or suitable habitat areas. If construction activities are delayed for more than 30 days after the preconstruction surveys, then a new preconstruction survey will be required. All surveys shall be conducted in accordance with the CDFG/Burrowing Owl Consortium survey protocols (Burrowing Owl Consortium, 1993).	Applicant	P	DSD PSD CDFG
	4.4-7(c) If burrowing owls are discovered in the programmatic portions of the project site, the project applicant shall notify the City and CDFG. A qualified biologist shall implement a routine monitoring program and establish a fenced exclusion zone around each occupied burrow. No construction activities shall be allowed within the exclusion zone until such time that the burrows are determined to be unoccupied. The buffer zones shall be a minimum of 150 feet from an occupied burrow during the non-breeding season (September 1 through January 31), and a minimum of 250 feet from an occupied burrow during the breeding season (February 1 through August 31).	Applicant	P,C	DSD PSD CDFG
	4.4-7(d) The project applicant shall provide appropriate mitigation for project related effects on burrowing owl in consultation with CDFG. Mitigation can be conducted either onsite, or at an off-site location that is approved by the CDFG. Preference is for onsite within open space areas, if possible.	Applicant	C	DSD PSD CDFG

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-7 (continued)	4.4-7(e) The CDFG shall be consulted regarding the implementation of avoidance or passive relocation methods. All activities that will result in a disturbance to burrows shall be approved by CDFG prior to implementation.	Applicant	C	DSD PSD CDFG
4.4-8 The proposed project could result in the loss of foraging habitat for Swainson's hawk, white tailed kite, burrowing owl and other raptors.	4.4-8 The project applicant shall preserve annual grasslands or other suitable raptor foraging habitat at a ratio of 0.75 to 1.0 (as approved by the City and CDFG). Preservation may occur through either: • Payment of a mitigation fee to the City of Lincoln through a negotiated agreement between the City, the project applicant, and CDFG. The monies would be held in a trust fund, and used to preserve mitigation land through the purchase, monitoring, maintenance, and remediation of lands that supports suitable foraging habitat for Swainson's hawk. (consistent with CDFG guidelines); or • Purchase of conservation easements or fee title to suitable Swainson's hawk foraging habitat to protect the habitat from urban development; or • If adopted prior to issuance of the first grading permit for the proposed project, the project applicant may mitigate this impact through participation in the Placer County Natural Community Conservation Plan/Habitat Conservation Plan. If the plan is adopted prior to construction of a future phase, the project applicant may mitigate this impact through participation in the plan.	Applicant	G	DSD PSD CDFG
4.4-9 The proposed project could result in loss of Valley elderberry longhorn beetles and their habitat.	4.4-9(a) Prior to any ground-disturbing activity, the project proponents shall conduct a survey for potential VELB habitat (elderberry shrubs) within 100 feet) of the area to be disturbed.	Applicant	P	DSD

MITIGATION MONITORING PROGRAM
VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT
September 2025

<table>
<tr><th>Impact</th><th>Mitigation Measures – Programmatic Portion</th><th>Responsible Entity</th><th>Timing/ Milestone</th><th>Monitoring and Enforcement Responsibility</th></tr>
<tr><td>4.4-9 (continued)</td><td>4.4-9(b) Any ground disturbing activities within 100 feet of elderberry plants containing stems measuring 1.0 inch or greater in diameter at ground level shall conform to the following minimum avoidance measures:

i) Applicants shall provide a minimum setback of at least 20 feet from the drip line of each elderberry plant containing stems measuring 1.0 inch or greater in diameter at ground level. The setbacks shall be fenced and flagged to identify equipment and materials encroachment into the setback zone. Fire fuel breaks (disked land) may not be included within the 6 m set back. Where encroachment within the 20 foot setback zone is unavoidable, the applicant shall provide compensatory mitigation at a 50 percent ratio of the standard requirements identified in the table below.

ELDERBERRY MITIGATION RATIOS
<table>
<tr><th>Location/Stem Size*</th><th>Exit Holes**</th><th>Elderberry Seedling Ratio</th><th>Elderberry Seedling Ratio</th><th>Elderberry Seedling Ratio</th><th>Associated Native Plant Ratio</th></tr>
<tr><td rowspan="2">Stems ≥1” & < 3”</td><td>No</td><td>2:1</td><td>4:1</td><td>5:1</td><td>1:1</td></tr>
<tr><td>Yes</td><td>4:1</td><td>8:1</td><td>10:1</td><td>2:1</td></tr>
<tr><td rowspan="2">Stems ≥3”& <5”</td><td>No</td><td>3:1</td><td>6:1</td><td>8:1</td><td>1:1</td></tr>
<tr><td>Yes</td><td>6:1</td><td>12:1</td><td>15:1</td><td>2:1</td></tr>
<tr><td rowspan="2">Stems ≥ 5”</td><td>No</td><td>4:1</td><td>8:1</td><td>10:1</td><td>1:1</td></tr>
<tr><td>Yes</td><td>8:1</td><td>16:1</td><td>20:1</td><td>2:1</td></tr>
</table>
Notes:
* Ratios are shown for elderberry occurring in existing or historic riparian situations. Ratios for elderberry in non-riparian situations are 50 percent of the standard ratio.
** The presence of exit holes in a stem, bush, or contiguous clump applies to the entire site.

ii) Construction contractors shall be briefed on the need to avoid damaging the elderberry plants and the possible penalties for not complying with these requirements.</td><td>Applicant</td><td>C</td><td>PSD</td></tr>
</table>

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-9 (continued)	iii) Work crews shall be instructed about the status of the beetle and the need to protect its elderberry host plant. iv) No insecticides, herbicides, fertilizers, or other chemicals that might harm the beetle or its host plant shall be used in the buffer areas, or within 100 feet of any elderberry plant with one or more stems measuring 1.0 inch or greater in diameter at ground level. v) Mowing of grasses/ground cover shall occur only from July through April to reduce fire hazard. No mowing shall occur closer than 5 feet to elderberry plant stems. Mowing must be done in a manner that avoids damaging plants (e.g., avoid stripping away bark through careless use of mowing/trimming equipment). vi) Trimming of elderberry stems less than 1 inch in diameter may occur between September 1 and March 14. The recommended period for trimming is between November through the first two weeks in February when the plants are dormant and after they have lost their leaves.			
	4.4-9(c) In cases where removal of elderberry shrubs or their stems measuring 1-inch or greater (removal or trimming) is unavoidable, these impacts shall be compensated for by salvaging and planting the affected elderberry shrubs and planting additional elderberry shrubs and associated native riparian plants according to the ratios specified in the table, above. Mitigation planting shall occur, to the maximum extent practicable, in areas adjacent to the impact area and/or located to fill in existing gaps in riparian corridors.	Applicant	C	DSD PSD
4.4-10 The proposed project could result in loss of nesting habitat for tri-colored blackbird and black rail.	4.4-10(a) For portions of the project where the onset of construction occurs between April 1 and August 31, the project applicant shall retain a qualified biologist to conduct pre-construction nesting surveys for tri-colored blackbird colonies and black rail within the disturbance areas on the project site. The survey shall be conducted no more than 30 days from the onset of construction. If ground-disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be re-surveyed. If the survey does not identify any colonies of nesting tricolor blackbirds or black rail on the project site, no further mitigation would be required.	Applicant	P	DSD PSD
	4.4-10(b) Should any active tricolor blackbird colonies or black rail be found nesting on the project site, the project applicant, in consultation with the City of Lincoln and CDFG, shall avoid all active nest sites located in the project site during the breeding season while the nest site is occupied with adults and/or young. This avoidance	Applicant	C	DSD PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	could consist of delaying construction to avoid the nesting season or establishing a buffer around the nest site. If the construction cannot be delayed, avoidance shall include the establishment of a non-disturbance buffer zone around the nest site. The size of the buffer zone will be determined in consultation with the City and CDFG, and will be, at a minimum, 250 feet. The buffer zone shall be delineated by highly visible temporary construction fencing. Any occupied nest shall be monitored by a qualified biologist to determine when the nest is no longer used.			
4.4-12 The proposed project could result in substantial interference with the movement of resident and migratory wildlife species.	4.4-12(a) To the extent feasible, the bridge crossing of Auburn Ravine and culverts on Ingram Slough shall be designed to minimize the restriction of wildlife movement through the project site. This would include design measures that provide the greatest amount of space feasible underneath bridge or culvert structures such that wildlife species are not forced to cross roadways or move into urban areas to move from one area of natural habitat to another.	Applicant	C	DSD PSD
	4.4-12(b) In addition to pre-construction surveys for special-status species, as described in Mitigation Measures 4.4-3 through 4.4-7 and 4.4-9 through 4.4-11, the project applicant shall obtain all necessary permits to alter project site waterways, including a CDFG Streambed Alteration Agreement, a Corps Section 404 permit, a Regional Water Quality Control Board Section 401 Certification, and a SWPPP and any FESA/CESA take permits, should special-status species be identified.	Applicant	C	DSD PSD
	4.4-12(c) If construction commences after July 2026, a qualified biologist shall conduct a bat habitat assessment as described. If roosting bats are discovered, the measures identified on pages 4 and 5 of the *Bat Habitat Assessment (July 2025)* prepared by Madrone Ecological Consulting in order to protect roosting bats.	Applicant	C	DSD PSD
4.4-13 Occupancy of the proposed project could result in an increase in ambient light in adjacent undeveloped areas, which could affect wildlife.	4.4-13 Implement Mitigation Measure 4.1-3(a), which requires that light standards be shielded and directed to ensure that light does not fall on adjacent parcels.	Applicant	B	DSD

4.4-14 The proposed project	4.4-14	Implement the Village 1 Specific Plan Oak Woodland Mitigation and Management Plan.	Applicant	I	DSD PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
could result in loss of protected oak trees and oak woodlands.					
4.5 Cultural Resources					
4.5-1 The proposed project could damage or destroy known historic-period resources. **4.5-1 (continued)**	4.5-1(a)	As part of the subsequent CEQA review for any small lot tentative map, or grading or improvement plans for projects that do not require a small lot tentative map, within the programmatic portion of the Village 1 Specific Plan, the project applicant shall hire a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture to perform the following: i) conduct an historical architectural survey for areas that have not been subject to comprehensive investigation meeting professional standards. ii) identify and evaluate the historic-period resources identified in the cultural resource investigation for the property subject to the grading permit and/or improvement plans. Resources that have been identified to date, but not evaluated, include P-31-0965, P-31-1679-H, P-31-1680, P-31-1682, P-31-1683, P-31-1684, P-31-1686, P-31-1687, P-31-1688, P-31-1689, P-31-1691-H, P-31-1695, P-31-1696, P-31-1698-H, P-31-1708, P-31-1710, P-31-1719, P-31-1721, P-31-1723, P-31-2611-H, and P-31-2612-H. If none of the identified historic resources within the property subject to the grading permit and/or improvement plans are found to be eligible for listing on the NRHP or CRHR, no further action is required.	Applicant	P	DSD

	4.5-1(b) A design plan shall be prepared by a professional meeting Secretary of Interior standards for all resources found to be eligible for listing pursuant to Mitigation Measure 4.5-1(a). The design plan shall incorporate methods determined appropriate and feasible by the historic architecture professional in coordination with the City of Lincoln. Methods to reduce impacts on historic-period resources shall include, but not be limited to, i) If feasible, the resources shall be preserved in place, and, as appropriate, incorporated into parks and open space/corridors; ii) If it is not feasible to preserve the resource in place, it shall be recorded pursuant to Secretary of Interior standards, and architectural features and/or artifacts shall be made available to an appropriate museum and/or historical organization;	Applicant	P,G	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	iii) If the significant historical resource is retained and reused, all rehabilitation, renovation, and additions shall meet Secretary of Interior standards to the extent feasible; iv) Project development to adjacent to significant historical resources that are to be retained shall be designed to be in character with the historic setting of the resources, consistent with Secretary of Interior standards; v) Commemorative markers and interpretive exhibits shall be used to educate the public about the history of the plan area. The content of the commemorative markers and interpretive exhibits could include subjects such as mining, ranching, and Native American activities in the plan area. Markers and exhibits shall be prepared by a historic architecture professional or equally qualified professional.			
4.5-2 The proposed project could damage or destroy identified archaeological resources.	4.5-2a) As part of the subsequent CEQA review for any small lot tentative map, or grading or improvement plans for projects that do not require a small lot tentative map, in the unsurveyed portion of Phase 1 (APN's 021-272-012 and 021-272-013) and the programmatic portion of the Village 1 Specific Plan that has not been subject to comprehensive investigation for the identification of Tribal Cultural Resources (TCRs), the project applicant shall submit to the City a draft cultural resources report that meets the Secretary of the Interior's Standards for all previously unsurveyed portions of the project site. The City shall consult with the California Native American tribes traditionally and culturally affiliated with the geographic area prior to completion of the draft report. Upon receipt of a discretionary entitlement application (e.g., small lot tentative map), or grading or improvement plans for projects that do not require a discretionary entitlement, the City shall notify California Native American tribes traditionally and culturally affiliated with the geographic area who have requested notification pursuant to AB 52. The City shall request that the tribe(s) identify portions of the project site that could be sensitive or potentially sensitive for tribal cultural resources (TCRs) and evaluate any TCRs that the Tribe determines to be present. If requested by the Tribe(s), information regarding known sites and areas within the project boundaries that are potentially sensitive for TCRs shall be provided to the Tribe(s), and, if requested, a site visit will be conducted with tribal representatives. The notification will contain the following:	Applicant	A,P,G	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.5-2 (continued)	• A request to consult, pursuant to AB52. • A written description of the type of proposed ground disturbance, location and boundaries. • A description of the activities (e.g., HDD, trenching, etc.). • A map of the project area at a sufficient scale to indicate the spatial extent of activities. • A detailed description of the depth of excavation. The draft cultural resources report will be provided to the tribe(s) with the notification. The final cultural resources report will incorporate the findings of the Tribe. If a tribe does not respond to the City's notice within 30 days, it will be assumed that they are not aware of any TCRs within the project site. If the Tribe identifies one or more areas within the project site that could be sensitive for TCRs, and the potentially sensitive site is in an area that would be disturbed by project construction, all necessary measures to avoid and protect the site shall be considered, and a Treatment Plan shall be prepared in consultation with the Tribe prior to any disturbance of the potential TCR site. The Treatment Plan shall include identification methods, including but not limited to, where appropriate, canine forensic surveys, ground penetrating radar, or vegetation clearing for better visibility. If the identified site is a tribal cultural resource, the project shall be designed to avoid the resource, if feasible. If there are resources that cannot be avoided, the City, shall consult with the geographically and culturally affiliated tribe(s) regarding the protection measures that are proposed to be implemented. These protection measures will be written in clear, enforceable language. The City shall provide the tribe(s) the opportunity to submit comments and participate in consultation to resolve issues of concern. The project proponent shall not implement the treatment until the tribe approves protection measures, or if agreement cannot be reached after a good-faith effort, the City determines that any or all feasible measures have been implemented, where feasible, and the resource is either avoided or protected.				
	4.5-2(b)	As part of the subsequent CEQA review, including AB 52 consultation where applicable, for any small lot tentative map, or grading or improvement plans for projects that do not require a small lot tentative map, the consulting Tribe(s) shall	Applicant, DSD	A, P,G	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
		evaluate the resources identified as P-31-1678, P-31-1681, P-31-1688, P-31-1690, P-31-1693, P-31-1694, P-31-1696, P-31-1699, P-31-1700, P-31-1718, P-31-1720, P-31-1722, P-31-1724, P-31-1725, P-31-1726, P-31-1729, P-31-1730, P-31-1731, P-31-1732, P-31-1733, P-31-1734, P-31-1735, and P-31-1737~~,~~ as well as any unrecorded TCRs, sacred lands, Tribal Cultural Landscapes, or areas of tribal cultural or religious significance. For any site that qualifies as a TCR, historical resource or unique archaeological resource, mitigation of impacts on the resource shall follow standard professional procedures, including, but not limited to, avoidance, protection, written and photographic documentation, or other measures identified in California Public Resources Code section 21083.2, or in consultation with Tribes as described in (a), above.			
4.5-3 The proposed project could cause a substantial adverse change in the significance of previously undiscovered prehistoric or historic-period archaeological resources.	4.5-3a)	Construction personnel shall be informed of the possibility of buried cultural resources anywhere within the project site and the protocol to be followed if a tribal cultural resource is encountered. Prior to the onset of grading, the project applicant shall distribute a cultural resources handbook that explains the procedures to follow if cultural resources and human remains are encountered, provide a list of important contact information and phone numbers, and include written descriptions and photographic examples (where possible) of cultural resources. The project applicant ~~may~~ shall also hire a certified Tribal Monitor to conduct a pre-construction training of all construction personnel involved in grading and excavation activity. If the area has been previously determined to be culturally sensitive, the project proponent shall hire a certified tribal monitor to observe all initial ground disturbing activities (e.g., initial grading and trenching in areas not previously graded) in the area determined to be culturally sensitive. Additional monitoring of ground disturbing activities may be required, based on the sensitivity of the area.	Applicant	C	DSD
	4.5-3(b)	In the event that any previously unidentified subsurface archaeological or Tribal Cultural resources are discovered during construction-related earth-moving activities, all ground-disturbing activity within 100 feet of the resources shall be halted and the City of Lincoln (the City) shall be notified. The City shall consult with the consulting Tribe(s) to assess the significance of the find. If the find is determined to be significant by the Tribe(s) (i.e., because the find is determined to constitute either an historical resource, unique archaeological resource and/or a tribal cultural resource), then representatives of the City, the geographically and culturally affiliated tribal representative (for prehistoric and tribal cultural resources) and the qualified archaeologist and consulting tribe(s) shall meet to determine the appropriate course of action, with the City making the final decision. All significant cultural materials that cannot avoided in place shall be collected by the Tribal	Applicant, DSD	C	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.5-3 (continued)	Monitor and stored in a secure location on site, such as a lock box or conex. All materials shall be reburied in an area that is predetermined to not have future ground disturbing activities. This area shall be recorded using GPS by the consulting Tribe and the location kept confidential in the tribal database.			
	4.5-3(c) If the consulting Tribe(s) determines that some or all of the affected property qualifies as a Tribal Cultural Landscape, including a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine (Public Resources Code section 5097.9) or a Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historical Resources pursuant to Public Resources Code §5024.1, including any historic or prehistoric ruins, any burial ground, any archaeological or historic site (Public Resources Code Section 5097.993), the archaeologist, in consultation with the tribe, shall recommend to the City potentially feasible mitigation measures that would preserve the integrity of the site or minimize impacts to it, including any or a combination of the following: i. Avoidance, preservation, and/or enhancement of all or a portion of the Tribal Cultural Landscape as open space or habitat, with a conservation easement dedicated to the most interested and appropriate tribal organization, if such an organization is willing to accept and maintain such an easement, or alternatively, a cultural resource organization that holds conservation easements; ii. An agreement with any such tribal or cultural resource organization to maintain the confidentiality of the location of the site so as to minimize the danger of vandalism to the site or other damage to its integrity; or *iii.* Other measures, short of full or partial avoidance or preservation, intended to minimize impacts to the Native American Cultural Place consistent with land use assumptions and the proposed design and footprint of the development project for which the requested grading permit has been approved.	Applicant	C	DSD
	4.5-3(d) After receiving such recommendations, the City shall assess the feasibility of the recommendations and impose the most protective mitigation feasible. In reaching conclusions with respect to these recommendations, the City shall consult with both the project applicant and the geographically and culturally affiliated Tribe(s) engaged in AB52 consultation with the City.	City	C	DSD
	4.5-3(e) Implement Mitigation Measure 4.5-4, in the event human remains are discovered.	See Measure 4.5-4		

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.5-4 The proposed project could disturb human remains. **4.5-4 (continued)**	4.5-4 If human remains are discovered at any project construction sites during any phase of construction, all ground-disturbing activity within 50 feet of the remains shall be halted immediately, and the City of Lincoln (the City) and the Placer County coroner shall be notified immediately. If the remains are determined by the County coroner to be Native American, the Native American Heritage Commission (NAHC) shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The project applicant shall also retain a professional archaeologist with Native American burial experience to conduct a field investigation of the specific site and consult with the Most Likely Descendant, if any, identified by the NAHC. As necessary, the archaeologist may provide professional assistance to the Most Likely Descendant, including the excavation and removal of the human remains. The City shall be responsible for approval of recommended mitigation as it deems appropriate, taking account of the provisions of state law, as set forth in CEQA Guidelines section 15064.5(e) and Public Resources Code section 5097.98. The project applicant shall implement approved mitigation, to be verified by the City, before the resumption of ground-disturbing activities within 50 feet of where the remains were discovered.	Applicant/City	C	DSD
4.5-5 The proposed project could directly or indirectly destroy unique paleontological resources.	4.5-5(a) Construction personnel shall be informed of the possibility of discovering fossils anywhere within the project site, but primarily in the western part of Phase 1, and the protocol to be followed if a fossil is encountered. This information shall be included in the "cultural resources handbook" prepared under Mitigation Measure 4.5-3. It shall describe procedures to follow if fossils are encountered, provide a list of important contact information and phone numbers, and include written descriptions and photographic examples (where possible) of the fossils. The project applicant may also hire a professional who meets the Society of Vertebrate Paleontology standards to conduct a pre-construction training of all construction personnel involved in grading and excavation activity.	Applicant/City	C	DSD
	4.5-5(b) In the event that paleontological resources are discovered during earth-moving activities, ground-disturbing activity within 50 feet of the resources shall be halted until the project applicant hires a qualified paleontologist to examine the resources and assess its significance. If the resource is determined to be significant, representatives of the City of Lincoln (the City) and the qualified paleontologist shall determine the appropriate course of action (i.e., any additional exploratory measures deemed necessary for the further evaluation of and/or mitigation of adverse impacts to the resources), with the City making the final decision. All significant paleontological resources recovered shall be subject to scientific analysis	Applicant/City	C	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	and professional curation; a report of these activities shall be prepared for the City by the paleontologist according to current professional standards.			
4.6 Greenhouse Gas Emissions and Climate Change				
4.6-1 The proposed project would generate greenhouse gas emissions, either directly or indirectly, that would contribute to global climate change.	4.6-1(a) An Energy Conservation Plan for all commercial and residential development shall be required prior to recordation of the first small lot Final Map. The plan shall describe the techniques and programs to be employed in the development of the project to achieve a minimum 15 percent energy efficiency above that required by the 2008 Title 24 energy efficiency regulations, or compliance with the then-current Title 24 energy efficiency regulations. These programs shall include one or more of the following, or equally effective measures: Participation in the PG&E Energy Star Performance Method. This method is available to builders of single-family and multi-family homes that are at least 15 percent more energy efficient than required by the 2008 Title 24 energy efficiency regulations and meet all US EPA specifications. Participating builders become part of the California Energy Star New Homes Program, and their homes earn the Energy Star label. Incremental incentives can also be earned by adding energy efficient appliances and/or lighting to homes. Plans submitted for Design Review shall include all energy efficiency features to be incorporated into the project. OR Participation in the New Solar Homes Partnership (NSHP) Performance Method. This method is available to builders of single-family homes that are at least 15 percent more efficient than required by the 2008 Title 24 energy efficiency regulations and meet all US EPA specifications. Prior to the issuance of a Building Permit, the floor plans and exterior elevations submitted in conjunction with the Building Permit application, shall show that the applicant has installed the appropriate number of solar panels or Photovoltaic roofing tiles throughout the project (described as lot numbers, locations, and/or building numbers and locations) to offset that development's share of the 7,599,510 kwh/year total Plan's onsite renewable energy offsets. OR Participation in the Build It Green Program, which was created by Build It Green, a non-profit organization whose mission is to promote health, durable, energy and resource efficient buildings throughout California. Using the Green Point Checklist, a home can be considered green if it fulfills the prerequisites and earns at least 50 points and meets the minimum points per category: Energy (30 points); Indoor Air	Applicant	I	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.6-1 (continued)	Quality (5 points); Resources (6 points); and Water (9 points). Build It Green uses certified Green Point Raters to measure success with the program and verification of the measures employed to meet the requirements of the checklist. Plans submitted for Design Review shall include a completed copy of the Green Point Checklist.			
	4.6-1(b) The project applicant shall be responsible for having prepared, by an experienced and qualified firm, an Energy Resource Conservation Guide that will provide educational information on how homeowners can increase energy efficiency and conservation in their new homes. The information will be delivered to each original homeowner as part of the move-in package. The information packet shall be reviewed by, and be subject to approval of, City of Lincoln staff. A copy of the Energy Resource Conservation Guide shall be submitted to the City for review prior to the completion of construction activities, and finalized before occupancy.	Applicant	O	DSD
	4.6-1(c) Light Emitting Diode (LED) traffic signals and LED street lights, or more energy-efficient signals and streetlights, shall be installed in accordance with City improvement standards or as otherwise approved by the Development Services Director.	Applicant	G	DSD
	4.6-1(d) The project applicant shall prepare a tree planting program to guide the planting of shade trees within residential lots and along streets in a manner that reduces radiant heat. Commercial and retail parking lots shall be planted with shade trees that will produce 50% coverage within 15 years. Landscape Plans submitted for Design Review shall include a copy of the tree planting program.	Applicant	G	DSD
	4.6-1(e) A tree information planting and care guide shall be delivered to each original homeowner as a part of the move in package. If the guide is prepared by someone other than the City, it shall be reviewed by, and be subject to the approval of, City of Lincoln staff. . A copy of the tree information planting and care guide shall be submitted to the City for review prior to the completion of construction activities, and finalized before occupancy.	Applicant	O	DSD
	4.6-1(f) Energy efficient lighting fixtures shall be installed as part of the original construction of residential and commercial structures. Plans submitted for Design Review shall include documentation of the energy efficient lighting fixtures to be used.	Applicant	B	DSD
	4.6-1(g) New commercial buildings shall be 15 percent more energy efficient than the 2008 Title 24 building standards based on annual energy usage requirements, or comply with the then-current Title 24 energy efficiency regulations. Plans submitted for Design Review shall include all energy efficiency features to be incorporated into the project.	Applicant	B	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.6-1 (continued)	4.6-1(h) Prior to approval of Improvement Plans, the applicant shall show that the roadway system shall be designed to accommodate the usage of neighborhood electric vehicles (NEVs).	Applicant	G	DSD, PSD
	4.6-1(i) Prior to approval of a Grading Permit, Improvement Plans, or Design Review approval, the applicant shall show that bus turnouts and transit shelters shall be placed on roadways that are to be served by future bus transit in accordance with City improvement standards and as otherwise directed by City's Development Services Director.	Applicant	G	DSD, PSD
	4.6-1(j) Implement Mitigation Measure 4.3-2.	See MM 4.3-2		

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.7 Hazardous Materials					
4.7-2 The proposed project could occur in locations where historic land uses are known to have resulted in soil or groundwater contamination or may have the potential to have caused soil or groundwater contamination.	4.7-2(a)	Prior to approval of any Tentative Map and/or a specific development permit, the applicant shall submit a Phase I ESA that has been prepared in accordance with the most current ASTM 1527 standard. If the results of the Phase I ESA indicate no recognized environmental conditions, no further action is required. However, the City shall ensure Improvement Plans and/or grading permits include the requirements of Mitigation Measure 4.7-2(b) pertaining to the discovery of previously unidentified conditions or hazards. No Phase I ESA is necessary for the Walkup Ranch property because one has already been prepared.	Applicant	I	DSD
	4.7-2(b)	For any specific development location for which the Phase I ESA completed in accordance with Mitigation Measure 4.7-2(a) identifies recommendations for further investigation and/or remediation, prior to issuance of a grading permit for the affected location, the City shall ensure the recommendations are implemented to the satisfaction of PCDEHS. If contaminants are present at levels that could pose a human health or environmental risk that would be immediately dangerous to life and health, no soil disturbance shall be permitted until the location has been remediated to the satisfaction of PCDEHS. If contaminants are present at levels that do not pose an immediate threat, construction activities may proceed provided a Soil Management Plan and Health and Safety Plan prepared by a qualified professional have been submitted to and approved by PCDEHS. The City shall also ensure Improvement Plans and/or grading permits include the requirements of this Mitigation Measure 4.7-2(b) pertaining to the discovery of previously unidentified conditions or hazards. If previously unidentified contamination is discovered in the former Titan missile facility or gun range parcels (PA 15 and PA 66) (parcel numbers are based on the August 2011 Specific Plan), the City shall immediately notify CVRWQCB. Work in those areas shall not resume until approved by CVRWQCB.	Applicant	P,G	DSD PCDEHS CVRWQB

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.7-3 Demolition of on-site structures to accommodate development of the Village 1 Specific Plan could expose people to potential health hazards by demolishing buildings on the project site that could contain asbestos and/or lead-based paint.	4.7-3 Prior to demolition of any structures located on the project site, the project applicant(s) shall retain a Cal OSHA-certified lead-based paint and ACBM contractor to conduct a risk assessment of all structures on-site constructed prior to 1978 for the presence of ACBMs and/or lead-based paint. If ACBMs and/or lead-based paint are determined to exist on site, the contractor shall prepare a site-specific ACBM and lead hazard control plan. If the plan calls for the removal of ACBMs and lead-based paints prior to demolition activities, ACBM removal methods may include, but are not limited to: dry stripping, wet controlled stripping, high pressure water jetting, and air management for hot stripping. Paint removal methods may include, but are not limited to: use of a heat gun, tools equipped with HEPA exhaust capability, wet scraping, and chemical removers. If removal is not deemed necessary prior to demolition, the plan shall make other recommendations for the containment of any ACBMs or lead-based paint materials that could be released into the environment during demolition activities, as well as appropriate disposal methods. The plan shall also provide specific instructions for providing protective clothing and gear for abatement personnel. Wastes from abatement and demolition activities shall be managed and disposed of at a landfill(s) licensed to accept ACBMs and lead-based waste. Once all abatement measures have been implemented, the project applicant(s) shall provide written documentation to the City that ACBM and lead-based paint testing and abatement, if necessary, has been completed in accordance with all federal, state, and local laws and regulations, including: lead-based paint exposure guidelines provided in “Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing” by the U.S. Department of Housing and Urban Development (HUD), Construction Safety Order 1532.1 from Title 8 of the California Code of Regulations (CCR), and the California Department of Health Services.	Applicant	P	DSD
4.8 Hydrology and Water Quality				
4.8-1 The proposed project would increase the amount of impervious surfaces and alter drainage patterns, which could increase the potential for	4.8-1(a) i) Project applicant(s) shall ensure that planned improvements to the SR 193 bridge are operational prior to receiving a grading permit for development in the programmatic portion (beginning with Phase 2). OR ii) If SR 193 bridge improvements are not completed prior to receiving a grading permit for areas within the Auburn Ravine watershed, beginning with Phase 2, the applicant(s) shall provide on-site detention and/or retention to mitigate increases in water surface elevation (WSE) if the results of modeling show a 0.05-foot increase	Applicant	G	PSD DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
localized and downstream flooding.	or greater in WSE, or if peak flow rates increase by 1 percent or more within project boundary or downstream of the SR 193 bridge. AND iii) Project applicant(s) shall provide for peak flow mitigation as defined in Village 1 Specific Plan, City of Lincoln, CA, Drainage Master Plan Table II.F.1B for the programmatic portion in order to mitigate potential on-site flooding from increased peak flows associated with development of the projects. Prior to issuance of a grading permit, project applicants shall demonstrate that provisions for peak flow mitigation in the preliminary grading plan, as defined in Village 1 Specific Plan, City of Lincoln, CA, Drainage Master Plan Table II.F.1B and Tables III.A.3A to III.A.3F, as applicable for the project. The City Engineer shall review plans for compliance with the applicable portions of Table II.F.1B and Tables III.A.3A to III.A.3F, as applicable, prior to issuance of a grading permit. Prior to issuing a building permit for any project in the Village 1 Specific Plan, overbank excavation and stabilization of channels that will receive runoff from the area(s) to be developed shall be completed. The City Engineer shall confirm that peak flow mitigation has been constructed in accordance with the approved plans. iv) The project applicant for projects within the programmatic portion of the project site shall prohibit development of structures within the modeled floodplains of North and South Ingram Slough as identified in the Village 1 Specific Plan, City of Lincoln, CA, Drainage Master Plan Post-Project 100-Year Floodplain Alt. 193 Fix figures.			
4.8-2 The proposed project would increase stormwater volumes in Auburn Ravine, Ingram Slough, Orchard Creek, and ultimately the Natomas Cross Canal.	4.8-2(a) Prior to approval of the first final map, the Applicant shall identify 87.1 acre-feet of storage capacity in the watershed to accommodate increased stormwater runoff volumes associated with the programmatic portion of the Village 1 Specific Plan. Storage capacity may be incorporated into on-site design, obtained at the approved LFVMF, if operational at the time of development, or at a location approved by or acceptable to the City. The Applicant shall be required to cover its fair share of costs associated with construction, operation, and maintenance of the LFVMF to offset increased stormwater volume generated by the Village 1 Specific Plan. For capital improvements, funding shall be through the City's existing PFE program. Fees for operation and maintenance shall be through an assessment district established during the Final Map processing. Fees shall be paid in conjunction with issuance of building permits. If, at the time the first final map is submitted for approval, the regional facilities are not available or operational, or if additional capacity is required, the Applicant shall incorporate in to the final design sufficient on-site	Applicant	I	PSD DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025					
Impact		**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.8-2 (continued)		storage capacity, or a combination of on-site and off-site capacity, to fully mitigate the 87.1 acre-feet. If off-site facilities are used, the Applicant shall be required to cover its fair share of costs associated with construction, operation, maintenance, and management of the regional retention facilities to offset increased stormwater volume generated by the Village1 Specific Plan. Assuming the regional facility has been constructed, Applicant shall pay the appropriate fees.			
4.8-4 The proposed project would increase the types and amounts of pollutants in stormwater runoff that could be discharged to Ingram Slough and its tributaries and Auburn Ravine, which could degrade water quality.	4.8-4	Low Impact Development BMPs. Project Conditions of Approval shall specify that appropriate Best Management Practices (BMPs) be incorporated into project design prior to approval of final grading/improvement plan(s) to reduce urban pollutants in runoff, consistent with goals and standards established under federal and State non-point source discharge NPDES regulations and Basin Plan water quality objectives, the City's Post-Construction Stormwater Runoff Control Ordinance No. 826B, and Low-Impact Development (LID) alternatives for stormwater quality control per Public Facilities and Services Implementation Measure 3.0 of the adopted 2050 General Plan. The proposed water quality facilities shall be identified and designed in a Water Quality Management Plan prepared in accordance with Section 8.60.40 of the City's Municipal Code for City review and approval. All water quality facilities identified in the Water Quality Management Plan shall be constructed with the installation of the infrastructure.	Applicant	G	PSD DSD

4.8-4 (continued)	The Water Quality Management Plan shall include a description of all non-structural BMPs and include Covenants, Codes, and Restrictions (CC&Rs), or similar regulatory mechanism, to enforce implementation of non-structural BMPs. Non-structural BMPs shall include, but not be limited to, "good housekeeping" practices for materials storage and waste management, storm drain system stenciling, landscape chemical use guidelines, and street sweeping. The Water Quality Management Plan shall also include the method or methods for funding the long-term maintenance of the proposed water quality facilities. The City shall formally adopt and implement a funding mechanism specifically to fund the long-term maintenance of the proposed water quality facilities as proposed by the Stormwater Management Plan. The project Applicant shall submit a site-specific BMP plan showing the on-site locations and effectiveness of the BMP facilities proposed for long-term water quality impact reduction prior to project approval. The plan shall include a method or methods for financing the long-term maintenance of the proposed site-specific facilities. All BMPs for water quality protection, source control, and treatment control shall be developed in accordance with the Stormwater Quality Design Manual for the Sacramento and South Placer Regions (or other similar source approved by the City) for the project. The BMPs shall be designed to mitigate (minimize, infiltrate, filter, or treat) stormwater runoff. Flow or volume based post-construction BMPs shall be designed at a minimum in accordance with the PCFCWCD and City standards and shall be included for long-term maintenance of BMPs. All BMPs shall reflect the Best Available Technologies (BAT) available at the time of implementation and shall reflect site-specific limitations. The City shall make the final determinations as to the appropriateness of the BMPs proposed for the proposed project and the City shall ensure future implementation, operation, and maintenance of the BMPs. To comply with the requirements of the Placer County Mosquito and Vector Control District, all BMPs shall be designed to discharge all waters within 96 hours of the completion of runoff from a storm event. All graded areas must drain so that no standing water can accumulate for more than 96 hours within water quality facilities. Stormwater runoff from the proposed project's impervious surfaces (including roads) shall be collected and routed through specially designed water quality treatment facilities (BMPs) for removal of pollutants of concern (i.e. sediment, oil/grease, etc.), as approved by the City. The Applicant shall verify that proposed BMPs are appropriate to treat the pollutants of concern from the proposed project and shall provide for the establishment of vegetation, where specified, by means of proper irrigation, for effective performance of BMPs. Maintenance of these facilities shall be provided by the City. Prior to project approval or Final Map approval, easements shall be created and offered for dedication to the City for maintenance and access to these facilities in anticipation of possible City maintenance. No water			

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.8-4 (continued)	quality facility construction shall be permitted within any identified wetlands area, floodplain, or right-of-way, except as authorized by project approvals.			
	4.10 Noise			
4.10-1 The proposed project would increase traffic noise levels at existing noise-sensitive land uses in the project vicinity.	4.10-1(a) The City shall work with Placer County and the Town of Loomis when Sierra College Boulevard is widened to four lanes from Taylor Road to Twelve Bridges Drive to encourage the use of rubber asphalt or an equally effective noise-suppressing surface.	City	When SCB planned for widening	DSD
	4.10-1(b) The City shall coordinate with Caltrans and/or South Placer Regional Transportation Authority (SPRTA) when SR 193 is widened to four lanes from west of Sierra College Boulevard to encourage the use of rubber asphalt or an equally effective noise-suppressing surface.	City	When SR 193 planned for widening	DSD
	4.10-1(c) An acoustical analysis shall be prepared during design of the Oak Tree Lane extension which shall identify mitigation measures to ensure outdoor activity areas of nearby residences do not exceed 60 dB Ldn and indoor areas do not exceed 45 dB Ldn. The construction of Oak Tree Lane shall include one of more of the following measures as necessary to ensure that outdoor activity areas of nearby residents do not exceed 60 dB Ldn and indoor areas do not exceed 45 dB Ldn: increasing the distance of the road from the residences, berms, walls or a combination of such features and/or use of rubberized asphalt or similar materials.	City	During design of Oak Tree Lane extension	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**

4.10-2 The proposed project would expose noise-sensitive land uses to construction noise.	4.10-2(a) Construction hours shall be limited to 7am to 7pm, Monday through Friday (unless extended by special permit). 4.10-2(b) All internal combustion engines associated with stationary and mobile construction equipment shall have adequate mufflers equal to or better than those supplied with the equipment by the manufacturer. 4.10-2(c) Onsite construction staging areas shall be located as far as practical from existing residential areas. 4.10-2(d) Advance notice shall be provided to all residences located within 300 feet of extensive compaction activities, including the approximate start date and duration of such compaction activities.	Applicant	C	PSD, DSD

MITIGATION MONITORING PROGRAM
VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT
September 2025

Impact	Mitigation Measures – Programmatic Portion	Responsible Entity	Timing/ Milestone	Monitoring and Enforcement Responsibility
4.10-4 The proposed project would contribute to cumulative increases in traffic noise levels.	4.10-4 The City shall coordinate with Caltrans and/or South Placer Regional Transportation Authority (SPRTA) when Sierra College Boulevard is widened to four lanes south of SR 193 to encourage the use of rubber asphalt or an equally effective noise-suppressing surface.	City	When SCB planned for widening	DSD
4.10-5 The proposed project could expose future noise-sensitive land uses within the Village 1 Specific Plan area to elevated traffic noise levels.	4.10-5(a) Any residential development proposed within the 60-65 dB Ldn contour distances of Table 4.10-12, as measured from roadway centerline, shall include one of the following measures to ensure traffic noise does not exceed acceptable limits at the exterior and interior spaces of the residences: i) The setback from the roadway shall be increased to locate the primary outdoor activity area beyond the 60 dB Ldn contour. OR ii) The primary outdoor activity areas shall be located on portions of the property that are shielded from view of the roadway(s). OR iii) Noise barriers shall be constructed of sufficient height to intercept line of sight between the primary outdoor activity areas and roadway(s) in question. Such barriers could take the form of earthen berms, solid walls, or a combination of the two.	Applicant	G	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.10-5 (continued)	OR iv) The residential structures shall be located between the primary outdoor activity area and subject roadway(s).			
	4.10-5(b) Air conditioning or mechanical ventilation shall be provided to allow occupants to close doors and windows as desired for acoustical isolation from elevated traffic noise levels.	Applicant	B	DSD
	4.10-5(c) Any residential development proposed within the 65-70 dB Ldn contour distances of Table 4.10-12, as measured from roadway centerline, shall include all of the following measures in addition to those specified in MM 4.10-5(b) to ensure traffic noise does not exceed acceptable limits at the exterior and interior spaces of the residences: i) Noise barriers shall be designed of sufficient height to reduce exterior noise levels to 60 dB Ldn or less in primary outdoor activity areas. AND ii) All windows and sliding glass doors from which the subject roadways are visible shall have a minimum Sound Transmission Class (STC) rating of 32. AND iii) Exterior wall construction shall be stucco siding, or wood siding with a 3/4 inch shear under-layer, or the acoustic equivalent. AND iv) All exterior wall cavities shall be fully insulated.	Applicant	G, B	DSD
4.12 Public Services				
4.12-7 The proposed project would generate demand for park and recreation facilities.	4.12-7 The project applicant shall pay all applicable fair-share fees to the City pursuant to the established Park In-Lieu Fee Program and the applicable Public Facilities Element fees program to fund the provision of recreational facilities to meet demands created by Phase 1 development.	Applicant	B	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	4.13 Public Utilities			
4.13-1 The proposed project would increase the demand for water supplies.	4.13-1(a) Prior to recordation of each Final Map for each subsequent project, the City of Lincoln shall obtain necessary entitlements demonstrating there will be adequate water supply to serve the portion of the proposed project defined on the Final Map, in accordance with Government Code Section 66473.7(a)(1) – SB 221 Written Verification of Water Supply. The commitment for service will require execution of a service order agreement, and the City shall collect necessary fees at the time of building permit issuance.	Applicant	I	DSD, PSD
	4.13-1(b) Prior to the approval of the 1,200th connection to the City's water system or a demand of 1,500 gpm within Village 1 and/or Village 2, whichever occurs first, the City shall ensure the following four improvements, or equally effective improvements for distribution, have been completed and are operational: i) new 30-inch pipeline, to be owned by PCWA, connecting the 42-inch pipeline in the Catta Verdera 5 MG storage tank area to the City Pond Area, ii) new PCWA-owned metering station at the City Pond site, similar to the existing PCWA metering station at the Catta Verdera 5 MG tank site, to provide surface water deliveries to the City from the new 30-inch PCWA pipeline, iii) City-owned 16-inch high pressure pipeline to supply portions of the Catta Verdera development by gravity from the new PCWA metering station at the City Pond site so the current City booster pumping station serving the area can be placed on standby, iv) City-owned 36-inch pipeline that will connect the new PCWA metering station to the existing 24-inch pipeline in Twelve Bridges Drive and the existing 30-inch pipeline to supply the Reservoir 1 tank sites from the new PCWA metering station.	City	Prior to 1,200th connection	DSD
	4.13-1(c) Prior to the cessation of the 2004 Temporary Agreement, the City shall provide for its fair share funding of the design and construction of Phase 1 of the NID RWSP 10-mgd treatment facility and associated storage and transmission facilities. Funding shall be timed to ensure that water from the RWSP will be available at the point at which PCWA no longer treats and conveys NID water under the 2004 Temporary Agreement.	City	Prior to cessation of temporary agreement	

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.13-2 The proposed project would contribute to cumulative increases in demand for treated water supplies and distribution.	4.13-2 Implement Mitigation Measure 4.13-1(b) and (c).	See MM 4.13-1(b)		
4.13-5 The proposed project would contribute to cumulative increases in wastewater generation requiring conveyance to and treatment at the WWTRF.	4.13-5 Prior to approval of the first Final Small Lot Map for the first planning area developed in the programmatic portion of the Village 1 Specific Plan, the City shall ensure the planned expansion of the WWTRF provides adequate capacity to accommodate flows from the programmatic portion of the project site. The project applicants shall pay fair-share cost of required fees to fund the expansion of the WWTRF.	City	I	DSD
4.13-8 The proposed project would use energy for construction and operation.	4.13-8 Implement Mitigation Measures 4.3-1, 4.3-2, 4.6-1, and 4.13-12.	See MMs 4.3-1, 4.3-2, 4.6-1 and 4.13-12		
4.13-12 Construction of the proposed project would generate demolition waste and construction debris.	4.13-12 Prior to issuance of building permits for each individual project, project applicants shall prepare a waste management plan to divert at least 50 percent of the construction materials generated during construction of the particular project to ensure compliance with CALGreen requirements.	Applicant	G	DSD
4.14 Transportation and Circulation				
4.14-1 The proposed project	4.14-1 The City shall construct the following improvements prior to the service level degrading to LOS D and/or when signal warrants are met. These improvements	City	in accordanc	DSD, PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
would increase traffic at intersections within the City of Lincoln.	shall be incorporated into the City's PFE fee program or other appropriate fee program. If there are not enough funds to construct the improvements when they are needed, then the applicant shall provide the necessary funding, subject to reimbursement as PFE fees are collected from City development projects. a) Signalize the intersection of Ferrari Ranch Road and Ingram Parkway or widen Ferrari Ranch Road to four through lanes when the LOS approaches D and/or signal warrants are met. b) Signalize the intersection of Ferrari Ranch Road and Sun City Boulevard or, for Phase 1 only, widen Ferrari Ranch Road to four lanes when the LOS approaches D and/or signal warrants are met.		e with mitigation	
	4.14-1(c) Signalize the intersection of Twelve Bridges Drive and Sierra College Boulevard when the LOS approaches D and/or signal warrants are met.	City	When signal warrants met	DSD
4.14-3 The proposed project would increase traffic on roadways outside the City of Lincoln.	4.14-3 If and when the Town of Loomis becomes a participant in SPRTA and/or the City and the Town enter into a reciprocal agreement for payment of fees to offset traffic impacts, the proposed project shall contribute its fair share toward the widening of Sierra College Boulevard to four lanes from the Town of Loomis limits to Taylor Road.	City, Loomis	If and when Loomis joins SPARTA and/or enters agreement with the City of Lincoln	DSD
4.14-4 The proposed project would increase traffic on impact a.m. and p.m. peak hour level of service on freeways under Existing Plus Project conditions.	4.14-4 The City shall work with Caltrans on the timing of an additional mainline lane is constructed on SR 65 northbound between I-80 and Galleria Boulevard.	City, Caltrans	O	PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.14-7 The proposed project would contribute to cumulative increases in traffic at intersections outside the City of Lincoln.	4.14-7(a) The proposed project shall contribute its fair share toward restriping to create a separate westbound right turn lane and northbound acceleration lane at the intersection of Sierra College Boulevard & English Colony Way (2030 and 2050).	Applicant	Payment of SPARTA fees	DSD
	4.14-7(b) If and when the Town of Loomis becomes a participant in SPRTA and/or the City and the Town enter into a reciprocal agreement for payment of fees to offset traffic impacts, the proposed project shall contribute its fair share toward restriping to create a second southbound left turn lane at the intersection of Sierra College Boulevard & King Road (2030 and 2050).	Applicant	If and when Loomis joins SPARTA and/or enters agreement with the City of Lincoln	DSD, PSD
	4.14-7(c) The proposed project shall contribute its fair share toward eliminating southbound U- turns on Wildcat Boulevard and providing a right turn “overlap” signal phase on westbound West Stanford Ranch Road (2030).	Applicant	If and when the cities of Rocklin and Lincoln enter agreement	DSD, PSD
	4.14-7(d) The proposed project shall contribute its fair share toward providing a second eastbound left turn lane on Ranch View Drive at its intersection with Wildcat Boulevard (2030).	Applicant	If and when the cities of Rocklin and Lincoln enter agreement	DSD, PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – PARKWOOD PROJECT September 2025					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.14-8 The proposed project would contribute to cumulative increases in traffic on local roadways outside the City of Lincoln.	4.14-8	The proposed project shall contribute its fair share toward the widening of Sierra College Boulevard to 6 lanes if and when this improvement is included in the SPRTA fee program. (2030 and 2050).	Applicant	If and when improvement is included in SPARTA fee	DSD, PSD
4.14-9 The proposed project would contribute to cumulative increases in traffic levels on freeways.	4.14-9	The proposed project shall contribute its fair share toward the construction of an auxiliary lane on SR 65 Bypass Southbound from Ferrari Ranch Road to Lincoln Boulevard if and when the improvement is added to the SPRTA fee program and/or an agreement for collection of such fees is entered into by the City and Caltrans. (2030)	Applicant	If and when improvement is included in SPARTA fee	DSD, PSD

Abbreviations

Monitoring Responsibility
DSD = City of Lincoln Development Services Department
PSD = City of Lincoln Public Services Department
PCAPCD = Placer County Air Pollution Control District
CDFG = California Department of Fish and Game
PCDEHS = Placer County Environmental Health Services
Corps = U.S. Army Corps of Engineers

Timing of Action
I = Prior to Construction Drawing Approval
G = Prior to Improvement Plan/Grading Permit Approval
P = Pre-Construction/Grading
C = During Construction/Grading
O = Prior to Occupancy
B = Prior to Building Permit

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LINCOLN AND JEN CALIFORNIA 28 LLC RELATED TO THE DEVELOPMENT KNOWN AS PARKWOOD

This DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into this _____ day of _____ 2026, by and between the CITY OF LINCOLN, a municipal corporation ("**City**"), JEN CALIFORNIA 28 LLC, a California limited liability company ("**Developer**"), and the landowner identified on the signature page hereof ("**Owner**") based on the foregoing Recitals.

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the California State Legislature adopted Government Code sections 65864 *et seq*. ("**Development Agreement Statute**"), which authorizes City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. City Authorization. Pursuant to Government Code section 65865, City has adopted procedures and requirements for consideration of development agreements which are contained in Lincoln Municipal Code Chapter 18.80. This Development Agreement has been processed, considered and executed in accordance with such procedures and requirements.

C. Property Description. The subject of this Agreement is the development of that certain parcel of land known as Assessor's Parcel Numbers 021-274-071, in the City of Lincoln, County of Placer, State of California, consisting of 20.9 acres (the "**Property**"). The Property is depicted on **Exhibit A** and more particularly described in **Exhibit B**, both of which are attached hereto and incorporated herein by this reference.

D. Developer's and Owner's Interest. JEN California 28 LLC is the Developer of the Parkwood Project and has an option to purchase the Property in fee title from Owner, which option constitutes an equitable interest in the Property. Owner holds fee title to the Property but intends to sell the Property to Developer upon issuance of the Entitlements (defined in Recital F.2 below). Developer and Owner, and any of their successors or assigns shall be subject to the terms of this Agreement, and that all other persons holding legal or equitable interests in the Property agree to and shall be bound by this Agreement.

E. Project Description. Developer intends to develop the Property with 122 medium density residential lots, two park lots, and necessary infrastructure as depicted on the land use plan in **Exhibit C**, attached hereto, and in accordance with the Village 1 General Development Plan dated July 23, 2013, as amended on October 10, 2023 (the "**GDP**"), on file with the City of Lincoln (the "**Project**"). The Project would allow for the demolition of existing and dilapidated structures and roadways, abandonment of a water well, and allow for the installation of new onsite infrastructure (including roadways, underground utilities, drainage basins), as well as the partial construction of Silverado Trail along the western Project boundary.

F. Project Background and Approvals.

1. Environmental Review. In compliance with the California Environmental Quality Act ("**CEQA**"), on November 27, 2012, by Resolution NO. 2012-195, the City Council certified the Village 1 Specific Plan Environmental Impact Report (SCH#2010102018) ("**EIR**") and adopted Mitigation Monitoring Program ("**MMP**"). Subsequently, on October 10, 2023, the City Council certified Village 1 Supplemental Environmental Impact Report ("**SEIR**") pursuant to City Resolution No. 2023-179. On October 28, 2025, the City Council adopted an Addendum to the SEIR pursuant to Resolution 2025-164 for this Project. Collectively, the EIR, MMP, SEIR, and Addendum may be referred to as "**Environmental Documents**." The City Council found the Project is consistent with the General Plan, Specific Plan, and GDP, and that no further environmental review relating to this Agreement is necessary because there are no substantial changes in the Project or in the circumstances under which the Project is to be undertaken, no new information showing that the Project will have any new or substantially more severe impacts or that feasible mitigation measures are available to substantially reduce one or more of the Project's impacts. Mitigation measures were identified in the Environmental Documents and are incorporated in the Project and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council.

2. Approved Land Use Entitlements. The City has approved the following land use entitlements for the Project ("**Entitlements**"):

(a) A General Plan designation of Village 1 in the Land Use Diagram in City's General Plan as approved by Resolution No. 2013-148, dated July 9, 2013;

(b) A Specific Plan for the Village 1 area adopted by Resolution No. 2012-196 dated November 27, 2012 ("**Specific Plan**");

(c) Resolution No. 2023-180, dated October 10, 2023, for an Amendment to the Village 1 Specific Plan ("**Specific Plan Amendment**");

(d) An Amended General Development Plan adopted by Ordinance No. 1070B, dated October 10, 2023, to amend the Village 1 General Development Plan for development of the Property originally adopted by Ordinance No. 886B, dated July 23rd, 2013 ("**General Development Plan**");

(e) A Small Lot Tentative Map for the Property adopted by Resolution No. 2025-165, dated October 28, 2025 ("**Tentative Map**") in compliance with the provisions of California Government Code Section 66473.7; and

(f) This Development Agreement adopted pursuant to Ordinance No. _____, dated _____, 2026, approving this Agreement ("**Adopting Ordinance**").

The Entitlements, together with the Environmental Documents and related Findings of Fact and Statement of Overriding Considerations, are referred to in this Agreement collectively as the "**Project Approvals**."

G. Consistency with Applicable Plans. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council has found

and hereby declares this Agreement and the Entitlements are consistent with the General Plan and Specific Plan.

H. Commitment of the Parties. By entering into this Agreement and relying thereupon, Developer is obtaining a vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement. City, at the request of Developer, intends to assist Developer in development of the Project and the public improvements, which are a part of the Project, in accordance with the terms of this Agreement. Development of the Project requires a major investment by Developer in public facilities, substantial front-end investment in onsite and offsite improvements, major dedications of land for public purposes and benefit, and substantial commitment of Developer's resources to achieve the public purposes and benefits of the Project for its future residents and for City. Financing certain public facilities and dedicating land for public benefit are key elements of consideration for City's execution of this Agreement. In addition, this Agreement provides City with the assurance of implementation of the General Plan and Specific Plan as Developer proceeds with the development of the Property. City recognizes and has determined that granting vested development rights and assurances in a project of this magnitude will assist Developer in undertaking the development of the Project and thereby achieve the public purposes and benefits of the Project. Without said commitments on the part of City, Developer would neither enter into this Agreement nor develop the Project.

I. Environmental Mitigation. The parties understand that the EIR, SEIR, and Addendum are intended to be used in connection with this Agreement and each of the Entitlements listed above. Consistent with the CEQA, City agrees to use the EIR, SEIR, and Addendum in connection with the build out of the Project to the maximum extent allowed by law. City agrees to analyze subsequent entitlements and to apply the statutory and other exemptions afforded by CEQA in its sound discretion.

J. Intent of this Agreement. City and Developer desire that the development of the Property pursuant to this Agreement will result in significant benefits to Developer by assurances to Developer that it will have the ability to develop the Property in accordance with the Entitlements.

K. Project Benefits. City and Developer desire that the development of the Project pursuant to this Agreement will result in significant benefits to City and Developer by providing Developer with the ability to develop the Property in accordance with this Agreement and providing assurances to City that the Property will be developed in accordance with the General Plan and Specific Plan. Consistent with this desire, City has determined that the Project presents certain public benefits and opportunities, which are advanced by City and Developer in entering into this Agreement. This Agreement will, among other things: (1) reduce uncertainties in planning and provide for the orderly development of the Project; (2) mitigate significant environmental impacts; (3) provide long-term infrastructure solutions and public services; (4) provide market rate housing units; (5) result in the fair-share funding by Developer of critical new city-wide facilities and other infrastructure improvements required to serve the Project; and (6) generate revenue for City and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth

in this Agreement, the parties agree as follows.

AGREEMENT

ARTICLE 1
GENERAL PROVISIONS

1.1 Incorporation of Recitals. The preamble, the Recitals, and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full. Any reference to a section within this Agreement shall be inclusive of all subsections within that section. By way of example, a reference to Section 2.1 of this Agreement shall incorporate Section 2.1.1, Section 2.1.2, Section 2.1.3, and Section 2.1.4.

1.2 Binding Covenants. The provisions of this Agreement, including the Entitlements, shall constitute covenants which shall run with the Property and the benefits and burdens of this Agreement shall be binding upon and benefit the parties and their successors in interest.

1.3 Defined Terms.

"Adopting Ordinance" shall have that meaning set forth in Recital F.2(f) of this Agreement.

"Agreement" shall mean this Development Agreement and any amendments hereto.

"CEQA" shall mean the California Environmental Quality Act.

"CFD" shall mean Mello-Roos Community Facilities Districts pursuant to and as authorized by Government Code Sections 53311, *et seq.*

"Changes in the Law" shall have the meaning set forth in Section 2.6.

"City" shall mean the city of Lincoln, California and shall include, unless otherwise provided, City's agencies, departments, officials, employees and consultants.

"City Acknowledgments" shall have the meaning set forth in Section 3.8.

"Community Development Director" shall mean the Director of City's Department of Community Development or his or her designee.

"Developer" shall have that meaning set forth in the preamble and shall further include, unless otherwise provided, Developer's successors, heirs, assigns, and transferees.

"Development Agreement Statute" means California Government Code Sections 65864, *et seq.*

"Effective Date" shall mean that date upon which the Term of this Agreement commences, which shall be thirty (30) days from the date of the Adopting Ordinance was approved.

"EIR" shall collectively mean the environmental impact report documents described in Recital F.1 and prepared for the Specific Plan pursuant to CEQA.

"Entitlements" shall have the meaning set forth in Recital F.2 of this Agreement and shall also include, for purposes of this Agreement, any Subsequent Entitlements approved by City.

"Exactions" means all development impact fees, connection or mitigation fees, taxes, assessments and other exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property, and consistent with the Infrastructure Financing Plan, City's PFE Program, and the Plan Area Fee Program for the Village 1 Specific Plan.

"Financing Plan Reimbursement Fee" shall have the meaning set forth in Section 4.3.

"General Development Plan" shall have the meaning set forth in Recital F.2(d) of this Agreement.

"General Plan" means City's 2050 General Plan adopted on March 25, 2008, by City Council Resolution No. 2008-048, together with all amendments thereto made prior to the Effective Date of this Agreement.

"Infrastructure Financing Plan" or "IFP" shall mean the Lincoln Village 1 Infrastructure and Public Facilities Financing Plan, including Volumes 1 and 2, adopted by the City Council on September 13, 2016, by Resolution No. 2016-181 as updated in accordance with the terms thereof. The Infrastructure Financing Plan is incorporated into this Agreement by this reference.

"Lender" shall mean the beneficiary under a deed of trust or the mortgagee under a mortgage, or any other person or entity who has advanced funds to, or is otherwise owed money by a debtor, where the obligation is embodied in a promissory note or other evidence of indebtedness, and where such promissory note or other evidence of indebtedness is secured by a mortgage or deed of trust encumbering the Property or a portion thereof.

"Master Plan" shall have the meaning set forth in Section 4.5.

"Mitigation Fee Act" means California Government Code Sections 66000 et seq. (AB 1600).

"MMP" shall mean the Mitigation Monitoring Program described in Recital F.1 and adopted in conjunction with the EIR.

"Non-Potable Water" shall mean raw water or reclaimed water.

"Permitted Delay" shall have the meaning set forth in Section 6.3.

"Permitted Delay Notice" shall have the meaning set forth in Section 6.3.

"PFE Fee" shall have the meaning set forth in Section 4.1.

"PFE Fee Policy" shall have the meaning set forth in Section 4.1.

"PFE Fee Program" shall have the meaning set forth in Section 4.1.

"Plan Area Fee" shall have the meaning set forth in Section 4.2.1.

"Plan Area Fee Program" shall have the meaning set forth in Section 4.2.1.

"Project" means the overall development of the Property pursuant to this Agreement and the Entitlements.

"Property" means the parcel depicted in **Exhibit A** and more particularly described in **Exhibit B** as set forth in Recital C of this Agreement.

"Public Improvements" shall have the meaning set forth in Section 3.2.

"Small Lot Tentative Map" shall mean the Small Lot Tentative Map for the Project as set forth in Recital F.2(e).

"Specific Plan" or "SP" means the Village 1 Specific Plan adopted by the City Council on November 27, 2012, as set forth in Recital F.2(b), as amended by the City Council on September 26, 2023, by Resolution 2023-179.

"Subsequent Entitlements" shall mean all additional and further land use entitlements approved for development of the Property by City following the date of City's approval of this Agreement.

"Supplemental Environmental Impact Report" or "SEIR" means the environmental document certified on October 10, 2023, supporting the approval of the SPA.

"Term" shall have the meaning set forth in Section 1.5.1.

"Transfer Agreement" shall have the meaning set forth in Section 1.9.1(a).

"Zoning Ordinance" shall mean City's zoning ordinance contained in Title 18 of City's Municipal Code.

1.4 Interest of Developer. Developer holds a legal or equitable interest in the Property and all portions thereof and all other persons holding legal or equitable interests in the Property are to be bound by this Agreement. Notwithstanding anything set forth in this Agreement to the contrary:

(a) Subject to Section 2.8 regarding the timing of development, the Property shall be developed in accordance with this Agreement as set forth herein.

(b) Developer is not obligated by the terms of this Agreement to affirmatively act to develop all or any portion of the Property, pay any sums of money, dedicate any land (except as set forth in this Agreement), indemnify any party, or to otherwise meet or perform any obligation with respect to the Property, except and only as a condition to the development of any portion of the Property and even then only to the extent that such act or obligation is necessitated by and in proportion to Developer's development of that portion or phase of the Property.

(c) Any development of a portion of the Property shall be subject to the terms of this Agreement, and all the rights, duties, and obligations of both parties to this Agreement shall pertain to such Property.

1.5 Term. The term of this Agreement shall commence upon ("**Effective Date**") and shall extend for a period of twenty (20) years from the Effective Date ("**Term**").

1.6 Termination. This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the Term;

(b) Completion of the Project in accordance with the Entitlements and City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Entitlements and this Agreement;

(c) For any specific residential dwelling or other structure within the Project, this Agreement shall automatically be terminated upon the issuance by City of a certificate of occupancy for such dwelling or other structure;

(d) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside or withdraw City's approval of this Agreement or any material part of the Entitlements; or

(e) The effective date of a termination as provided in Article 6 of this Agreement.

1.6.1 Notice of Termination. City shall, upon written request made by Developer to City's Community Development Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer's request record a notice of termination that the Agreement has been terminated as to that parcel or lot at the Property. The aforesaid notice may specify, and Developer agrees, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of this Agreement as to any parcel or lot at the Property shall not affect Developer's rights or obligations under any of the Entitlements and Subsequent Entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations and ordinances applicable to the Project or the Property, including such rights set forth in Article 4, including but not limited to the right to secure PFE Fee credits or Plan Area Fee credits and any and all reimbursements due to Developer from Non-Participating Landowners, and Developer's indemnification obligations under this Agreement.

City may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer.

1.7 Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part by mutual written consent of the parties hereto or their successors in interest, and as follows:

(a) Minor Amendments. Any amendment to this Agreement, or the Infrastructure Financing Plan, meeting the provisions of Lincoln Municipal Code Section 18.84.100 and which can be processed under CEQA as exempt from CEQA, or with the preparation of an Addendum or a Negative Declaration, or which do not alter the material obligations of the Project or this Agreement, shall be a minor amendment and shall not require a noticed public hearing prior to the parties executing an amendment to this Agreement, except as otherwise required by state law, provided, however, that City shall retain discretion to hold a public hearing if it so chooses.

(b) Substantial Amendments. Except as otherwise described in Section 1.7(a), amendments to this Agreement shall require notice and a public hearing pursuant to California Government Code Section 65868.

(c) Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption. No amendment to this Agreement shall be effective unless contained in a writing executed by both City and Developer, or their successors in interest.

1.8 Project Approval Amendments. To the extent permitted by state and federal law, any Entitlement may, from time to time, be amended or modified in the following manner:

1.8.1 Minor Amendments. Amendments to the Specific Plan shall comply with Section 7.6.2 thereof. Amendments to the General Development Plan shall comply with Section 4.4 thereof. For amendments or modifications to any Entitlement or Subsequent Entitlement (other than this Agreement), the Specific Plan, or the General Development Plan, Developer may submit a written request for amendment or modification to the Community Development Director. The Community Development Director or his/her designee shall determine whether the requested amendment or modification is a minor amendment or modification that may be approved by the Community Development Director without notice or public hearing. For purposes of this section only and by way of example, minor modifications or amendments include changes in pedestrian paths; amendments to lot patterns and street alignments which will not have a substantial or material impact on the circulation system as described for each village area in the Specific Plan; minor changes in landscaping for any landscaping shown on a final map or landscape plan; variations in the location of lots or home sites that do not substantially alter the design concepts of the Project; reductions in the number of lots or home sites that do not substantially alter the design concepts of the Project; and variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project. Notwithstanding the foregoing, City retains the exclusive right to make the determination, in its own discretion, as to whether a modification or amendment constitutes a minor modification or amendment or requires an amendment in accordance with Section 1.8.2 below. The Community

Development Director and/or the City Manager shall retain the right and discretion to present any amendment or modification to City's Planning Commission and/or City Council for approval at a noticed public hearing and/or a public meeting of those legislative bodies.

1.8.2 Substantial Amendments. Any request of Developer for an amendment or modification to an Entitlement or Subsequent Entitlement (other than this Agreement) which is determined by City not to be a minor amendment as set forth in Section 1.8.1 above shall be subject to the provisions of review, consideration and action pursuant to the Specific Plan, General Development Plan, and other applicable law.

1.8.3 Vesting of Entitlements Made By Amendments. In the event of any change to any Entitlement or Subsequent Entitlement made pursuant to Sections 1.8.1 or 1.8.2 above, the change to such Entitlement or Subsequent Entitlement shall be vested for the then remaining duration of the Term of this Agreement, or the time allowed by applicable statute, whichever is longer.

1.8.4 Subsequent Entitlements; Application of Agreement. City shall accept for processing and timely review any and all applications submitted by Developer for land use entitlements necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

1.9 Assignment of Interests, Rights and Obligations. Developer may assign all or any portion of its interests, rights or obligations under this Agreement to third parties acquiring an interest or estate in the Property or any portion thereof in accordance with the provisions of this Agreement.

1.9.1 Transfer Agreements.

(a) In connection with the transfer or assignment by Developer of all or any portion of the Property, Developer and the transferee shall enter into a written agreement in a form substantially similar to **Exhibit D** attached hereto ("**Transfer Agreement**") regarding the respective interests, rights and obligations of Developer and the transferee in and under this Agreement. Such Transfer Agreement shall: (i) release Developer from obligations under this Agreement, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations; (ii) transfer to the transferee the rights under this Agreement; and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. Transfer Agreement(s) must be approved by the City Manager, provided the City Manager's approval shall not be withheld or delayed unless City demonstrates, based on substantial evidence, the proposed transferee is unable to fulfill its obligations under this Agreement. Upon recordation of any Transfer Agreement in the Official Records of Placer County, Developer shall be automatically released from those obligations assumed by the transferee therein. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default of any transferee.

1.9.2 Non-Assuming Transferees. Except as otherwise elected by Developer, upon the sale of any parcel for which all public improvements required for the development thereon have been completed (or for which public improvements adequate financial security for

the completion thereof has been posted by Developer and accepted by City) and any financing districts required to include such parcel hereunder have been formed, then the burdens, obligations and duties (but not the rights) of Developer under this Agreement as to such conveyed parcel shall terminate with respect to such transferee. In such event, a Transfer Agreement shall not be required in connection with the conveyance of such parcel and the assignment of the rights, without the obligations, under this Agreement. Nothing in this Section shall exempt any property transferred from payment of applicable fees and assessments or compliance with applicable conditions of approval.

1.10 Notices. All notices required or provided for under this Agreement shall be in writing and shall be sent by: (i) U.S. mail first class postage prepaid with return receipt requested; or (ii) by overnight courier; or (iii) personal delivery. All such notices shall be accompanied by a copy sent by email provided to the email addresses below:

Notice to City:	City of Lincoln Attention: City Manager 600 6th Street Lincoln, CA 95648 Telephone: 916.434.2490 Facsimile: 916.645.8903 Email: sean.scully@lincolnca.gov
with copy to:	City of Lincoln Attention: Community Development Department 600 6th Street Lincoln, CA 95648 Email: nita.wracker@lincolnca.gov
Notice to Developer:	JEN California 28 LLC c/o Taylor Builders, LLC 1478 Stone Point Drive, Suite 100 Roseville, CA 95661 Attention: Clifton Taylor & John Jewett Telephone: (916) 778-0008 Email: clifton@taylor-builders.com john@taylor-builders.com

Notice shall be effective when the postal authorities indicate the mailing was delivered, the date delivered in person, or upon receipt of the entire document by the receiving party's electronic mail, as evidenced by the sending party's email confirmation report.

1.11 Development Agreement Controls. In the event of any inconsistency between the terms and provisions of this Agreement, the Specific Plan, the General Development Plan, and/or the conditions of approval for any tentative subdivision map for the Project, the terms and provisions of this Agreement shall control.

ARTICLE 2
DEVELOPMENT OF THE PROPERTY

2.1 Vested Rights. Except as set forth in Sections 2.4, 2.5, 2.6, and 2.7, Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements. It is the intent of City and Developer that Developer's vested rights shall include: (i) the permitted land uses, density and intensity of use, timing or phasing of development, zoning, provisions for reservation or dedication of land for public purposes, the maximum height and size of proposed buildings, the location and size of public improvements, and the design, improvement, and construction standards and specifications applicable to development of the Property all as set forth in the Entitlements and in this Agreement; and (ii) all other terms and conditions of the development of the Project as set forth in the Entitlements and in this Agreement. Any amendments to this Agreement will affect only those sections amended and shall not affect any other term of this Agreement.

2.2 Extension of Entitlements and Subsequent Entitlements. Pursuant to Government Code Section 66452.6, all vesting tentative subdivision maps, vesting tentative parcel maps, parcel maps, tentative subdivision maps, planned unit development permits, specific development permits, special permits, general development plans or any other maps, zonings, re-zonings or land use entitlements of potentially limited duration previously, contemporaneously or subsequently approved by City for the Property subject to this Agreement shall be valid for a minimum term equal to the Term of this Agreement, or for a period of forty-eight (48) months, whichever is longer, but in no event for a period shorter than the maximum period of time permitted by the California Subdivision Map Act or Government Code for such land use entitlements.

2.3 Rules, Regulations and Policies. Except as set forth in Sections 2.5, 2.6, 2.7 and 2.8, below, the rules, regulations, policies, ordinances, and resolutions of City governing the development of the Project, including permitted uses of the Property, density, and design, improvement, and construction standards and specifications, shall be those in force on the Effective Date of the Agreement and as contained in the Entitlements and this Agreement. In the event of any conflict between the provisions of this Agreement and any ordinance, resolution, rule, regulation or policy of City, the provisions of this Agreement shall control.

2.4 Application of Subsequently Enacted or Modified Rules, Regulations and Ordinances. City may, during the Term of this Agreement, apply such City-enacted or modified rules, regulations, ordinances, laws, and official policies including improvement and construction standards and specifications and plans adopted or modified after the date of this Agreement which are not inconsistent with or in conflict with the Entitlements or this Agreement, are applied uniformly to all similar properties, or otherwise do not prevent development of the Project in accordance with the Entitlements and the terms of this Agreement.

(a) Should an ordinance or resolution or other measure be enacted, whether by action of the City Council, by initiative, referendum or otherwise which is in conflict with or reduces Developer's vested development rights as provided in the Entitlements and/or this Agreement, City agrees that such ordinance, resolution or other measure shall not apply to the

Project, or any development thereof, or construction related thereto, or construction of improvements necessary therefore.

(b) Should an ordinance or resolution or other measure be enacted, whether by action of the City Council, by initiative, referendum or otherwise which relates to the rate, timing or sequencing of the development or construction of the Project, including, but not limited to, development no-growth or slow growth moratoria, to the extent any such measure is inconsistent with or conflicts with the Entitlements and/or this Agreement, City agrees that such ordinance, resolution or other measure shall not apply to the Project, or any development thereof, or construction related thereto, or construction of improvements necessary therefore.

(c) Should any initiative, referendum, or other measure be enacted, and any failure to apply such measure to the Property by City is legally challenged, Developer agrees to fully defend, indemnify and hold the City harmless against such legal challenge with legal counsel agreed upon by the parties, including providing all necessary legal services, bearing all reasonable costs therefore, and otherwise holding City harmless from all costs and expenses reasonably incurred by City in connection with such legal challenge and litigation, but only if City's failure to apply any such measure to the Property was at the written request of Developer. In addition, if Developer is not named as a party in any such litigation, City agrees that it will support Developer's efforts to intervene in any such litigation if Developer should choose to do so.

(d) Without limiting the terms of Section 2.1 or 2.6, by virtue of this Agreement, Developer is being given the vested right to develop the Project without having to comply with the terms and provisions of any future City-enacted inclusionary housing ordinance, affordable housing ordinance, or similar ordinance that would require Developer to provide a minimum number of below-market rate housing units at the Property or pay a fee in-lieu of providing below-market rate housing units at the Property.

2.5 Uniform Building Code and Improvement Standards. Except as otherwise specifically set forth in this Agreement, and provided they have been adopted by City and are in effect on a city-wide basis, City may apply to the Property, at any time during the Term of this Agreement, the then current City Improvement Standards and Design Criteria, California Uniform Building Code ("**UBC**"), and any other uniform standards or construction codes as approved by City.

2.6 State and Federal Law. As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in law permits, regulations, plans or policies, design criteria and improvement standards to the extent that such changes are specifically mandated and required by changes in state or federal laws, regulations or permits ("**Changes in the Law**"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement by either party hereto, such provisions of this Agreement shall be modified or suspended or performance delayed, as may be necessary to comply with Changes in the Law, and City and Developer shall meet and confer in good faith to determine whether the Changes in the Law apply to the Property and whether an amendment to this Agreement is necessary in light of the Changes in the Law. City and Developer shall take such action as may be necessary to meet the minimum requirements of such state or federal law, rule or regulation in a manner which is consistent with the original intent and rights

and obligations originally placed on each party by this Agreement. In the event City and Developer, after having engaged in good faith negotiations, are unable to agree on any amendment, they shall consider whether suspension of the Term of this Agreement is appropriate, and if so, what the terms and conditions of any such suspension should be. In the event City and Developer, after having engaged in good faith negotiations are unable to agree on the suspension issues, then Developer shall have the right to terminate this Agreement by giving City sixty (60) days' written notice of termination. Developer or City shall have the right to institute litigation relating to the Changes in the Law and raise any issues regarding the validity of the Changes in the Law. If such litigation is filed, this Agreement shall remain in full force and effect until final judgment is issued. Provided, however, that if any action that City would take in furtherance of this Agreement would be rendered invalid, facially or otherwise, by the Changes in the Law, City shall not be required to undertake such action until the litigation is resolved, or the Changes in the Law are otherwise determined invalid, inapplicable, or are repealed. If such judgment invalidates the Changes in the Law or determines that it does not affect the validity of this Agreement, this Agreement shall remain in full force and effect, and its Term shall be extended by the amount of time between the effective date of the Changes in the Law, and the effective date of the judgment. If such judgment determines that the validity of this Agreement is, directly or indirectly affected by the Changes in the Law, then the provisions of this Section shall apply.

2.7 Health and Safety Measures. Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be construed to limit City's general police power to implement, based upon appropriate and adequate findings, specific measures necessary to alleviate legitimate and bona fide harmful and noxious uses, or protect against threats to the health and safety of City residents as determined by the City Council, in which event any rule, regulation or policy imposed on the development of the Property shall be done to the minimum extent necessary to correct such bona fide harmful and noxious uses or protect against dangerous threats to the health and safety of City residents.

2.8 Development Timing. This Agreement does not require Developer to proceed with development of the Property or to initiate or complete development of any phase of the development of the Property or any portion thereof within any period of time set by City. City acknowledges the timing of development of the Property shall be in Developer's sole and absolute discretion. No future modification of City's municipal code or any ordinance or regulation which limits the rate of development over time shall be applicable to the Property.

2.9 Phasing. Developer may choose to file phased small lot final maps for the Project. However, if Developer files a small lot final map consisting of less than ten (10) acres, Developer shall be required to pay the Plan Area Fee for a minimum of ten (10) acres until such time as Developer has met its obligations under the Plan Area Fee Program.

ARTICLE 3
DEVELOPER OBLIGATIONS

3.1 Fee Obligations. Subject to certain fee credits and/or fee reimbursements as set forth in this Agreement, Developer shall pay only those Exactions listed in **Exhibit E** hereto and fees identified in this Agreement. Except as otherwise provided herein, any and all required payments of fees or Exactions shall be made at the time and in the amount specified by the

applicable City programs or ordinances then in effect at such time those fees and Exactions are due. Nothing in this Agreement shall constitute a waiver of Developer's right to challenge the legality of the amount of, allocation of, or any future increases in, the Exactions applied to the Property.

3.2 Public Improvements. Developer agrees, subject to the requirements and limitations of certain fee credits and/or fee reimbursements as set forth in Article 4, unless already constructed, to construct and/or finance those public infrastructure improvements necessary to serve the Project as set forth in the Infrastructure Financing Plan ("**Public Improvements**") and as determined by the City Engineer in the improvement plans for the Project. Each of the Public Improvements shall be designed and constructed to City's specifications in effect at the time plans are submitted to City for approval, except as may be otherwise provided in Sections 2.4 and 2.5 above. Subject to Section 2.8 regarding the timing of development, the timing for completion of the Public Improvements shall be as set forth in the Infrastructure Financing Plan.

3.3 Water.

3.3.1 Water Facilities. Developer shall install, concurrently with the construction of the roadways, water mains within the Project to connect to the 30-inch water transmission main within Oak Tree Lane.

3.3.2 Water Supply. City acknowledges and agrees that Developer's payment of the applicable City water fees for the Project will provide City with the means to furnish an adequate supply of water for the needs of the Project.

3.3.3 Groundwater. City shall continue to utilize and expand its existing groundwater system to reduce peaks and as an emergency back-up supplement to its surface water supply. In furtherance of City's ability to develop its groundwater resources, Developer hereby agrees to dedicate to City all rights to the groundwater underlying the Property, provided such dedication of underlying groundwater rights is required by City of other major developers or subdividers in City. The dedication of such groundwater rights shall take place prior to approval of the first final large lot map and/or small lot final map for the Project and shall be in a form acceptable to the City Attorney.

3.3.4 Water Supply Verification. City acknowledges and agrees that Developer has complied with the terms of California Government Code Section 66473.7 for the Project, as may be applicable to the Project.

3.4 Drainage. Developer shall construct drainage facilities to convey storm water to the northern park site (entering the existing swales and flowing into the pond in the northwest corner of the Project site), and from there to the large pond to the north. The drainage facilities shall be included in the improvement plans for the Project, subject to the approval of City. Developer shall conduct a hydrologic study of the Project site to ensure design of the drainage system for the Project will be in accordance with all applicable regulations and criteria, including hydro-modifications associated with Phase 2 of the Municipal General NPDES Permit currently in force.

3.5 Parks and Open Space. Developer is dedicating a total of 4.2 acres of parkland to the City as follows:

3.5.1 Park Dedication and Fee Requirements. City requires Developer to provide neighborhood and regional parks for recreational activities based on the ratios and population factors per land density set forth in the Specific Plan. The Property is zoned Village Medium Density Residential or "VMDR". The Specific Plan assumes 2.8 persons per household. With 122 units proposed, that equates to a population of 342 people. City agrees to accept dedication of the Regional Park (Lot B) upon filing and recordation of the final map. City agrees to accept dedication of the Neighborhood Park (Lot A) upon completion of construction to the satisfaction of the City Engineer. Once accepted, City shall maintain Lots A and B.

3.5.2 Regional Park Obligations. City has a regional park requirement of three acres for every 1,000 people. Thus, the Project is required to dedicate or pay a fee for 1.026 acres of regional park (3 / 1,000 = .003 x 342 = 1.026). Developer proposes to dedicate 2.7 acres of parkland on site for a regional park to the City as part of this Project. Accordingly, City hereby acknowledges Developer's over-dedication of regional parkland in the amount of 1.674 acres and agrees to provide Developer with 1.674 acres of regional park credits for the land dedication only, which Developer may transfer to any builder within Village 1 Specific Plan, subject to approval by the City; such approval shall not be unreasonably withheld.

3.5.3 Neighborhood Park Obligations. The City has a neighborhood park requirement of 2.43 acres per 1,000 people. Thus, the Project is required to dedicate or pay a fee for 0.831 acres of neighborhood park (2.43 / 1,000 = .00243 x 342 = 0.83). Developer proposes to dedicate and construct 1.5 acres of neighborhood park on site. Accordingly, the City acknowledges Developer's over-dedication of neighborhood park in the amount of 0.67 acres and agrees to provide Developer with 0.67 acres of credits towards the Neighborhood Park Land Acquisition component of the Village 1 Plan Area fee upon the filing of the small lot final map. Developer shall receive full fee credit toward the Neighborhood Park Development Component of the Village 1 Plan Area fee for the construction of the park being constructed in Lot A and dedicated with the small lot final map. Developer shall pay park fees to meet the community parks and open space amenity demands of the Project per Mitigation Measure 4.12-7 prior to filing the small lot final map.

3.5.4 PFE Community Services Parks and Trails Fee. Developer's development of the Neighborhood Park shall offset any PFE park fees due and owing to the City, as applicable. The Neighborhood Park, if considered a PFE facility, would be subject to credits/reimbursement under Section 4.1 of this agreement.

3.5.5 Open Space. City requires three acres of open space per 1,000 residents. Because the Specific Plan currently provides for 741 acres of open space, no further credits are required from the Project and no open space preservation areas are proposed on the Project.

3.5.6 Roadways. Primary access to the Project site will be provided by Silverado Trail, a new collector street proposed north of Oak Tree Lane, abutting the western perimeter of the Project site. Developer shall be responsible for payment of any City purchase of the land and any easements upon the area which Silverado Trail will be constructed, and City agrees to acquire the fee title to the land and any easements for purposes of such construction by Developer as allowed by law. A secondary access is provided to Oak Tree Lane on the eastern portion of the

Project site. Nothing contained in this provision shall be deemed to override Developer's roadway obligations as contained in the Project improvement plans approved by City.

3.5.7 Sewer. Developer shall install, concurrently with the construction of the roadways, onsite sewer infrastructure as part of the Project consistent with the Village 1 Specific Plan. Sewer mains shall connect with the 12-inch sewer mains located at the Oak Tree Lane and Silverado Trail intersection.

3.5.8 Trails. Developer is not required to construct trail facilities as part of the Project.

3.6 Biological Resources. The EIR requires Developer mitigate for any potentially significant impacts to biological resources, including oak trees, burrowing owl, and Swainson's hawk, among others. The Placer County Conservation Plan ("**PCCP**") was adopted and approved by the County, the City, and various regulatory agencies in 2022. As a result, Developer shall mitigate Project impacts through the PCCP for all covered biological impacts, including Swainson's Hawk and oak tree resources. Developer shall mitigate for any non-covered biological impacts as outlined in the MMP.

3.7 Infrastructure, Maintenance and Public Services Finance.

3.7.1 Infrastructure Finance. As further set forth in the conditions of approval and Infrastructure Financing Plan, upon request by Developer, City and Developer will cooperate to establish one or more CFDs to fund the Public Improvements. Developer may also utilize the Statewide Community Infrastructure Program ("**SCIP**") to fund the Public Improvements. To the extent the costs of the Public Improvements exceed the proceeds from CFDs or other financing mechanism(s), Developer shall be solely responsible for such shortfall.

(a) Infrastructure CFDs. Except as may otherwise be agreed to by Developer and City during the formation of a CFD for the Property, the following specific provisions shall be included within the applicable terms and conditions of any CFD related to the Property. The CFD shall be consistent with any City adopted finance policies relating to such financing. The term of the special tax to be levied by any CFD against the Property shall be sufficient to support multiple bond sales not to exceed an authorized amount appropriate for the Project, as determined by City and Developer. Available CFD bond proceeds and/or special tax proceeds may be used to fund, in addition to acquisition and/or construction of the Public Improvements, reimbursements and/or payment of development impact fees, and City PFE Fee Program projects outside of the Specific Plan area provided the amount of CFD proceeds used to fund such projects shall not exceed the amount of PFE fee credits for which Developer would otherwise be eligible for such projects. When the CFDs are created, City will include provisions that permit the acquisition or construction cost of the Public Improvements to be paid from Pay-As-You-Go Levies in amounts and for time periods to be agreed to in an acquisition agreement entered into in connection with the issuance of bonds. Nothing in this Section shall be construed to limit or change Developer's ability to receive fee credits and/or fee reimbursements for infrastructure improvements in accordance with City policies in effect as of the Effective Date, including but not limited to improvements financed by a CFD or other financing mechanism. Nothing contained herein shall be construed to cause a conflict with any existing CFD formed for the Specific Plan area or the Infrastructure Financing Plan.

(b) Alternative Financing Mechanisms. Nothing herein shall be construed to limit Developer's option to construct any improvements through the use of alternative financing mechanisms, including but not limited to SCIP financing, traditional assessment districts, private financing, and other financing mechanisms as permitted by law and authorized by City.

3.7.2 Maintenance Finance. As further set forth in the Infrastructure Financing Plan, prior to approval of a small lot final map, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements, facilities, and services associated with or needed to serve the Property as identified in the Infrastructure Financing Plan and for the Specific Plan. Developer shall participate in, support, and pay all reasonable costs incurred by City associated with such actions consistent with this Agreement and the Infrastructure Financing Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Infrastructure Financing Plan shall not exceed the amounts reasonably determined by City and Developer during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby. City hereby acknowledges such special taxes or assessments shall be (i) used solely to cover the revenue shortfall, if any, caused by the tax sharing agreement negotiated between the City and County of Placer in compliance with California Revenue and Tax Code Section 99(b) and California Government Code Section 56842 for the annexation of the Specific Plan area and (ii) consistent with the City's revenue and expense assumptions as set forth in the Lincoln Village 1 Fiscal Impact Analysis prepared by Economic and Planning Systems and dated April 25, 2014 (collectively, "**City Acknowledgments**"). As more particularly described in Chapter 8 of Volume 1 of the Infrastructure Financing Plan, the funding mechanisms will include/cover: (1) parks, trails, landscape corridors, medians, and open space maintenance; (2) street, traffic signals, and lighting maintenance; and (3) storm drainage maintenance.

(a) Interim Maintenance. Existing and new public improvements and facilities associated with or needed to serve the Project may require maintenance prior to City's formal acceptance of such improvements and facilities and implementation of the funding mechanism(s) described in this Section 3.7. In the event such maintenance is required, and subject to the City Acknowledgments, Developer hereby agrees to provide said maintenance, or enter into an agreement with City to provide advance funding for said maintenance, until the funding mechanism(s) provide sufficient revenue to fund the required maintenance. Once the funding mechanism(s) provide sufficient revenue to City to perform the required maintenance, City hereby agrees that Developer shall be entitled to a reimbursement from the funding mechanism(s) for all sums previously paid or advanced by Developer which are paid for by the established funding mechanism(s) and which cover the same costs paid or advanced by Developer. The Parties agree the funding mechanism(s) shall be the sole source of funding for the reimbursement. Reimbursements will be paid after all annual maintenance costs have been funded, unless an earlier reimbursement is approved by the City Manager, provided the City Manager shall have the right, in his or her sole discretion, to seek City Council approval of any such alternative reimbursement.

(b) Interim Specific Plan Area Road Maintenance Costs. Developer and City acknowledge certain roads within the Specific Plan area may require maintenance prior to implementation of the funding mechanism(s) described in Section 3.7 and the costs of such

maintenance will exceed revenues received by City to provide such maintenance. Said shortfall shall be funded by either a one-time fee per unit of $38.29 paid prior to building permit issuance, or an alternative financing mechanism acceptable to City. The fee of $38.29 per unit shall be adjusted each year on July 1st by the City based on cost of living or other such inflationary adjustments (including inflationary adjustments based on the Engineering News Record Cost of Construction Index, a Consumer Price Index, or other method) in accordance with City ordinances or the financing plan. Interim Specific Plan Area Road Maintenance costs will stop once the Project annexes into CFD 2018-1.

3.7.3 Public Services Finance. As further set forth in the Infrastructure Financing Plan, and subject to the City Acknowledgments, prior to approval of a small lot final map, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to for public services associated with or needed to serve the Project. City hereby acknowledges such special taxes or assessments shall be (i) used solely to cover the revenue shortfall, if any, caused by the tax sharing agreement negotiated between the City and County of Placer in compliance with California Revenue and Tax Code Section 99(b) and California Government Code Section 56842 for the annexation of the Specific Plan area and (ii) consistent with the City's revenue and expense assumptions as set forth in the Lincoln Village 1 Fiscal Impact Analysis prepared by Economic and Planning Systems and dated April 25, 2014 (collectively, "**City Acknowledgments**"). Developer shall participate in, support, and pay all reasonable costs incurred by City associated with such actions consistent with this Agreement and the Infrastructure Financing Plan.

(a) Interim Wildland Fire Protection Costs. Developer and City acknowledge that City may enter into a wildland fire protection agreement with the California Department of Forestry and Fire Protection to provide wildland fire protection within the Specific Plan area until such protection is no longer needed to serve the Specific Plan Area. Developer hereby agrees:

1. To reimburse City for its fair share of the cost of securing such wildland fire protection for 15.4 acres within the Property requiring wildland fire protection as determined by the wildland fire protection agreement.

2. The amount of the reimbursement owed by Developer shall be calculated by taking the total number of developable acres (15.4) within the Parkwood Project property ("**Developable Acreage**"), plus forty percent (40%) of the Developable Acreage, and multiplying the sum by the CALFIRE Total Protection Rate (cost per acre) in effect for the coverage year.

3. Developer shall be required to reimburse City in the amount of eight thousand, four hundred and forty-seven dollars and fifty-three cents ($8,447.53) for years of protection coverage purchased by the City, including 2018 to present, for the

Project Property acreage plus 40% of the Developable Acreage.

4. Said reimbursement shall be delivered to City by February 1 each year following the Effective Date of this Agreement.

5. Payment of wildland fire protection costs shall be required until the Property is annexed into CFD No. 2018-2, at which point Developer's annual payment obligation under this Section shall cease.

3.7.4 Interim Public Safety Costs. Developer and City acknowledge providing public safety service to the Project prior to the sale of homes will exceed revenues by City to provide such services, based on the City's revenue and expense assumptions as set forth in the Lincoln Village 1 Infrastructure and Public Facilities Financing Plan prepared by Economic and Planning Systems and dated August 2016. Said shortfall shall be funded by either a one-time fee per unit of $247.10 paid prior to building permit issuance, or an alternative financing mechanism acceptable to City. The fee of $247.10 per unit shall be adjusted each year on July 1st by the City based on cost of living or other such inflationary adjustments (including inflationary adjustments based on the Engineering News Record Cost of Construction Index, a Consumer Price Index, or other method) in accordance with City ordinances or the financing plan. Interim Public Safety costs will stop once the project annexes into CFD 2018-2.

3.8 Prevailing Wages. To the extent required by California's Prevailing Wage Law (Labor Code Sections 1720, *et seq.),* Developer shall pay prevailing wages for construction of the Public Improvements.

3.9 Community Benefit Fee. In recognition of the benefits conveyed by this Agreement, Developer hereby agrees to pay three hundred twenty-two dollars and twenty-seven cents ($323.43) per dwelling unit as a community benefit fee. The proceeds from said fee may be used to achieve community benefits as the City Council may deem appropriate. Payment of the community benefit fee shall be made at the time that each building permit for a dwelling unit is issued by the City. The fee of $323.43 per unit shall be adjusted each year on by the City based on cost of living or other such inflationary adjustments (including inflationary adjustments based on the Engineering New Record Cost of Construction Index, a Consumer Price Index or other method in accordance with City ordinances or the financing plan.

ARTICLE 4
CITY OBLIGATIONS

4.1 Public Facilities Element Fee Program. City has recently updated its PFE Fee program to include the public facilities required to serve the 2050 General Plan ("**PFE Fee Program**"). City shall administer said program and policy and impose a PFE Fee Program fee ("**PFE Fee**") on all developing parcels within the Specific Plan area.

4.1.1 PFE Fee Program Credits/Reimbursements. When Developer provides PFE facilities, Developer shall receive PFE Fee credits consistent with City's PFE Policy. If the amount of Developer's PFE Fee credits do not reach a zero balance prior to the issuance of the last building

permit within the Project, Developer shall have the right to transfer any such fee credit balance to any other property within the Specific Plan area owned by Developer. Upon written notice to City using the form attached hereto as **Exhibit F** ("**PFE Fee Credit Transfer Agreement**"), Developer may at any time freely transfer and assign any unused PFE Fee credits to another developer within the Specific Plan area subject to City's approval, which shall not be unreasonably withheld. PFE Fee credits are eligible for reimbursement when funds are available pursuant to the PFE Policy.

4.1.2 Accounting of PFE Fee Credits/Reimbursements. Within sixty (60) days of receipt of written request by Developer, City shall provide Developer with a written accounting of Developer's current balance of PFE Fee credits and/or reimbursements, including complete documentation of the basis for such PFE Fee credits and/or reimbursements. The PFE Fee credit and reimbursement obligations will be calculated in the manner set forth in the PFE Fee Program and/or PFE Policy.

4.1.3 PFE Fee Credits/Reimbursements Agreement. Prior to Developer commencing construction of any facility included in the PFE Fee Program, the Parties shall enter into a PFE Fee Credit/Reimbursement Agreement in the form substantially similar to **Exhibit G** attached hereto.

4.1.4 Nature of PFE Fee Credits/Reimbursements. All rights to PFE Fee credits and/or reimbursements shall be personal to Developer and shall not run with the land, unless such rights are expressly designated in writing to do so.

4.1.5 Alternate Exhibit Forms. Nothing in this Agreement shall preclude the Parties from mutually agreeing to use alternative forms of agreement or documentation memorialize the PFE Fee credits/reimbursements due to Developer, or the transfer thereof, as contemplated by **Exhibits F and G**.

4.2 Infrastructure Financing Plan. City hereby agrees to implement the Infrastructure Financing Plan for the Term of this Agreement such that all projects within the Specific Plan area shall be conditioned to comply with the fee and fee credit/fee reimbursement provisions included therein.

4.2.1 Plan Area Fee Program. As more particularly described in Chapter 6 of Volume 1 of the Infrastructure Financing Plan, City shall adopt and implement the Village 1 Plan Area Fee Program ("**Plan Area Fee Program**") to finance the costs of excluded or underfunded public facilities and fairly spread the costs thereof to all developing parcels within the Specific Plan area. The Plan Area Fee Program shall consist of four components: (1) infrastructure fee component; (2) neighborhood park development fee component; (3) neighborhood park land acquisition fee component; and (4) administration fee component (collectively, "**Plan Area Fee**"). The timing of collection of the Plan Area Fee shall be as set forth in Chapter 6 of Volume 1 of the Infrastructure Financing Plan. The Plan Area Fee shall be collected and held by City and earn interest at the same rate as City receives from the Local Agency Investment Fund.

4.2.2 Plan Area Fee Program Credits/Reimbursements. As more particularly described in Chapter 6 of Volume 1 of the Infrastructure Financing Plan, Developer shall be entitled to Plan Area Fee credits and/or reimbursements from the Plan Area Fee Program for the actual costs incurred to design and/or construct eligible Public Improvements. The amount of such

Plan Area Fee credits and/or reimbursements shall be adjusted every year consistent with the Plan Area Fee Program.

4.2.3 Election between Plan Area Fee Credits/Reimbursements. Except as otherwise provided in the Infrastructure Financing Plan, Developer shall be entitled to elect between Plan Area Fee credits and reimbursements, or direct an apportionment between the two, from the Plan Area Fee Program, but shall only be entitled to reimbursements when funds are available for reimbursement through any eligible funding source as identified within the Plan Area Fee Program.

4.2.4 Accounting of Plan Area Fee Credits/Reimbursements. For purposes of calculating and applying Plan Area Fee credits and/or reimbursements, City shall maintain segregated Plan Area Fee Program accounts for each facility component. City shall also maintain an accounting of the current balance of Plan Area Fee credits and/or reimbursements. Within sixty (60) days of receipt of written request by Developer, City shall provide Developer with a written accounting of Developer's current balance of Plan Area Fee credits and/or reimbursements, including complete documentation showing the basis for such Plan Area Fee credits and/or reimbursements. The Plan Area Fee credit and reimbursement obligations will be calculated in the manner set forth in the Plan Area Fee Program.

4.2.5 Plan Area Fee Credits/Reimbursements Agreement. Prior to Developer commencing construction of any public facility required for the Project and eligible for credits and/or reimbursements from the Plan Area Fee program, the Parties shall enter into a Plan Area Fee Credit/ Reimbursement Agreement in a form substantially similar to **Exhibit H** attached and incorporated hereto.

4.2.6 Nature of Plan Area Fee Credits/Reimbursements. All rights to Plan Area Fee credits and/or reimbursements shall be personal to Developer and shall not run with the land, unless such rights are expressly designated in writing to do so. Notwithstanding, Developer may sell or assign its fee credits to any other developer in the Specific Plan area. Developer shall notify City of any such sale or assignment of fee credits. Upon written notice to City using the form attached hereto as **Exhibit I** ("**Plan Area Fee Credit Transfer Agreement**"), Developer may at any time freely transfer and assign any unused Plan Area Fee credits to another developer within the Specific Plan area subject to City's approval, which shall not be unreasonably withheld. Plan Area Fee credits are eligible for reimbursement when funds are available pursuant to the Plan Area Fee Policy.

4.2.7 Alternate Exhibit Forms. Nothing in this Agreement shall preclude the Parties from mutually agreeing to use alternative forms of agreement or documentation memorialize the Plan Area Fee credits/reimbursements due to Developer, or the transfer thereof, as contemplated by **Exhibits H and I**.

4.3 Right-of-Way Acquisition. With respect to the acquisition of any offsite interest in real property required by Developer to fulfill any condition required of the Project, the Entitlements or the Subsequent Entitlements, Developer shall make a good faith effort to acquire the necessary interest by private negotiations at the fair market value of such interest. If, after such reasonable efforts, Developer has been unable to acquire such interest and provided that Developer (i) provides evidence of a good faith effort to acquire the necessary property interest to the

reasonable satisfaction of City's Community Development Director, and (ii) agrees to pay the cost of such acquisition, including reasonable attorneys' fees, then City shall make an offer to acquire the necessary property interest at its fair market value. If such offer has not been accepted within sixty (60) days, City agrees, to the extent permitted by law, to cooperate and assist Developer in efforts to obtain such necessary property interest. Any such acquisition by City shall be subject to City's discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest. Subject to the reservation of such discretion, City shall schedule the necessary hearings, and, if approved by City, thereafter, prosecute to completion the proceedings and action to acquire the necessary property interests by power of eminent domain. Developer shall fund all costs of the acquisition of such necessary property interests, including reasonable attorneys' fees and court costs if such acquisition and/or condemnation is necessary. The cost of rights-of-way for any eligible public facility shall constitute a creditable and/or reimbursable cost and City shall take all necessary steps to include such costs in the applicable fee program. As such and if applicable, any costs incurred by Developer in the acquisition of such rights-of-way shall be credited to Developer against the applicable fee obligations for the development of the Project. In accordance with Government Code Section 66462.5, City shall not postpone or refuse approval of a final map at the Property because Developer has failed to satisfy a Tentative Map condition because Developer has been unable to construct or install an offsite improvement on land not owned or controlled by Developer or City at the time the final map is filed with City for approval. If determined by City to be necessary, Developer agrees to enter into a subdivision improvement agreement with City and agrees to post any reasonably necessary security, such as a bond, to ensure the acquisition and construction of an offsite improvement on land not owned by Developer where the offsite improvement was a condition of approval for the Project. Notwithstanding the foregoing, if City fails to acquire such offsite property by negotiation or condemnation, the offsite improvements shall be conclusively deemed to be waived and Developer shall not be obligated to commence construction of the offsite improvements in accordance with Government Code Section 66462.5.

4.3.1 Silverado Trail Road. The Project requires additional land on the western boundary of the Project for the construction of an access road (Silverado Trail Road) to the Project. Developer shall have the obligation to pay the cost of acquiring the additional right-of-way required for Silverado Trail Road, and City shall acquire an easement or fee title to this land from the current landowner as allowed by law. City shall process the Improvement Plans for Silverado Trail Road concurrently with the right-of-way acquisition process, in order to allow Developer to commence grading of the Project site regardless of whether the acquisition of Silverado Trail Road is complete. Upon City's formal acceptance of the roadway, City will own and maintain the roadway as a public street. Silverado Trail Road is shown on the Small Lot Tentative Map.

4.4 Review and Approval of Improvement Plans and Final Maps. To complete the improvement plan and final map review, City agrees it shall return first check prints to Developer no later than thirty (30) days from the date of submittal to City. Upon receipt by City of the second submittal, City shall, provided Developer adequately responds to City's comments on the first check prints, within fifteen (15) days of City's receipt of such second submittal, review and verify that the plans submitted satisfactorily address all City comments. Within fifteen (15) days of City's receipt of completed plans and maps deemed ready for approval, plans shall be signed by the City Engineer, and City staff shall place such maps on the next available City Council hearing agenda. If City determines it will be unable to comply with this Section, and notifies Developer of such

determination, then plan check and map review tasks shall be subcontracted to an outside service provider at Developer's request and expense provided the outside service provider is on City's on-call list.

4.5 Building Permits.

(a) City shall review a construction drawing master plan for each model home ("**Master Plan**") at the Property prior to construction of said model homes. City and Developer shall endeavor to resolve all City plan check comments within forty-five (45) days after any application for a Master Plan is deemed complete by City. Thereafter, City shall endeavor to issue building permits for homes subject to that Master Plan within seven (7) days of City's acceptance of a complete building permit application provided all of the following have occurred: (1) City's Design Review Board and Community Development Director have approved the Master Plan; (2) a final map has been recorded for the Project; and (3) Developer has paid plan check fees. Recordation of a final map for the Property shall not be required prior to issuance of a building permit for a model home.

(b) If an amendment to the UBC results in the need to change the Master Plan, construction of residential units pursuant to the Master Plan shall be allowed to continue for a period of six (6) months from the date the State of California publishes notice of a change in the UBC which triggers a corresponding need for changes to the Master Plan provided the model home is consistent with City's Design Standards.

4.6 Other Government Permits. Developer shall be responsible for applying for and obtaining approvals and permits required by other governmental agencies having jurisdiction over, or providing services to, the Project. To the extent possible, City shall cooperate with Developer in obtaining all such approvals and permits in as timely a manner as possible.

4.7 Approval of Other Development Agreements within Specific Plan Area. Subsequent to approval of this Agreement, City expects to process and approve development agreements with other owners within the Specific Plan area. City hereby acknowledges that in entering into such other development agreements within the Specific Plan area, City intends to negotiate terms consistent in all material respects to those in this Agreement with other owners. If within twenty-four (24) months from the Effective Date of this Agreement, City approves a development agreement within the Specific Plan area containing any term(s) more favorable than the analogous term(s) included in this Agreement, City hereby acknowledges its desire and intent to amend this Agreement within ninety (90) days of Developer's written request in order to provide Developer the full benefit of said more favorable term(s). Notwithstanding the foregoing, Developer acknowledges such an Amendment to this Agreement shall require Planning Commission and/or City Council approval at a noticed public hearing and/or a public meeting of those legislative bodies, as applicable.

ARTICLE 5
ANNUAL REVIEW

5.1 Annual Review.

A. During the Term of this Agreement, City shall once every calendar year review the extent of good faith compliance by Developer with the terms of this Agreement. The cost for City's annual review of this Agreement shall be paid by Developer. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1. This review shall be conducted pursuant to Chapter 18.86 of the Lincoln Municipal Code. At least ten (10) days prior to any Planning Commission and City Council meetings held in connection with said annual review, City shall provide Developer with a copy of the City staff report concerning Developer's compliance with the terms and provisions of this Agreement.

B. Upon not less than thirty (30) days' written notice by the Community Development Director, Developer shall provide such information as may be reasonably requested by the Community Development Director to ascertain Developer's compliance with this Agreement.

C. Failure by City in any given calendar year to undertake and complete its annual review of the Agreement shall constitute a finding by City that Developer is not in default in the performance of its obligations under the Agreement for that calendar year, for purposes of the Estoppel Certificate.

5.2 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party: (i) the Agreement is in full force and effect and a binding obligation on the parties; (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identify the amendments or modifications; and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in default in the performance of its obligations under the Agreement, or if in default to describe therein the nature of any such default and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged default. The party requesting the certificate shall pay all reasonable costs borne by City to complete the certificate. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

ARTICLE 6
DEFAULT, TERMINATION AND ENFORCEMENT

6.1 Defaults. Except as provided below, any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following the receipt of written notice of such failure from the other party, shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the thirty (30)-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the party in default's receipt of the notice), the party in default provides

written notice to the non-defaulting party that the cure cannot practicably be completed within such thirty (30)-day time period; and (d) the cure is completed at the earliest practicable date. Any notice given pursuant to the preceding two sentences shall specify the nature of any alleged failure and, where appropriate, specify the way said failure may be satisfactorily cured. Upon the occurrence of a default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of an uncured material default, may terminate this Agreement. If the default is cured, then no default shall exist, and the non-defaulting party shall take no further action.

6.2 Termination. If City elects to consider terminating this Agreement due to an uncured material default of Developer, then City shall give a written notice of intent to terminate this Agreement to Developer and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. At least ten (10) days prior to said hearing, City shall provide Developer with a copy of the City staff report concerning such proposed termination of this Agreement. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearing. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter.

6.3 Force Majeure. Performance by any party of its obligations under this Agreement (other than for payment of money) shall be excused during any period of "**Permitted Delay**" as defined in this Section. For purposes hereof, Permitted Delay shall include delay beyond the reasonable control of the party claiming the delay (and despite the good faith efforts of the party) including: (i) acts of God; (ii) civil commotion; (iii) riots; (iv) acts of terrorism; (v) strikes, picketing or other labor disputes; (vi) shortage of materials, energy or supplies; (vii) damage to work in progress by reason of fire, flood, earthquake or other casualties; (viii) as to Developer only, failure, delay or inability of City to provide adequate levels of public services, facilities or infrastructure to the Project site; (ix) failure, delay or inability of the other party to act; (x) with respect to completion of the Annual Review, the failure, delay or inability of any party to provide adequate information or substantiation as reasonably required to complete the Annual Review; (xi) delay caused by governmental restrictions imposed or mandated by other governmental entities; (xii) enactment of conflicting state or federal laws or regulations; (xiii) judicial decisions or similar bases for excused performance; (xiv) litigation brought by a third party attacking the validity of this Agreement; (xv) City's inability to issue or sell bonds necessary to finance any public facilities necessary for the Project's development and use; and (xvi) building moratoria, water connection moratoria or sewer connection moratoria. Any party claiming a Permitted Delay shall notify the other party in writing of such delay within thirty (30) days after the commencement of the delay, which notice ("**Permitted Delay Notice**") shall include the estimated length of the Permitted Delay. A Permitted Delay shall be deemed to occur for the period set forth in the Permitted Delay Notice unless a party receiving the Permitted Delay Notice objects in writing within ten (10) days after receiving the Permitted Delay Notice. In the event of such objection, the parties shall meet and confer within thirty (30) days after the date of objection with the objective of attempting to arrive at a mutually acceptable solution to the disagreement regarding the Permitted Delay. If no mutually acceptable solution can be reached any party may take action as may be permitted under Section 6.1 of this Agreement.

6.4 Legal Action. In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer, and that therefore, Developer hereby waives any and all claims for damages against City for breach of this Agreement. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard. Nothing in this Section is intended to nor does it limit Developer's or City's rights to equitable remedies as permitted by law.

ARTICLE 7
DEFENSE AND INDEMNITY/HOLD HARMLESS

7.1 Defense and Indemnity. Developer shall indemnify, defend and hold City, its elected and appointed commissions, officers, agents, and employees harmless from and against any and all actual and alleged damages, claims, costs and liabilities, arising directly out of this Agreement, including, without limitation, contractual and statutory claims, and those arising out of the personal injury or death of any third party, or damage to the property of any third party, to the extent such damages, claims, costs or liabilities arose out of or in connection with the Agreement or the operations of the Project under this Agreement by Developer or by Developer's contractors, subcontractors, agents or employees; provided, however, Developer shall not be obligated to indemnify, defend, or hold City harmless for damages, claims, costs and liabilities arising out of City's sole negligence or willful misconduct. Nothing in this Article 7 shall be construed to mean that Developer shall defend, indemnify or hold City harmless from any damages, claims, costs or liabilities arising from, or alleged to arise from, activities associated with the maintenance or repair by City or any other public agency of improvements that have been offered for dedication and accepted by City or such other public agency. City and Developer may from time to time enter into subdivision improvement agreements, as authorized by the California Subdivision Map Act, or other agreements related to the Project, which agreements may include defense and indemnity provisions different from those contained in this Article 7. In the event of any conflict between such provisions in any such subdivision improvement agreements or other Project agreements and the provisions set forth above, the provisions of such subdivision improvement agreement or other Project agreements shall prevail.

ARTICLE 8
COOPERATION IN THE EVENT OF LEGAL CHALLENGE

8.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of any of the Entitlements, Subsequent Entitlements or this Agreement, the parties shall cooperate in defending such action or proceeding to dismissal, settlement or final judgment. Each party may select its own legal counsel, and Developer shall pay City's legal defense fees and costs, including attorneys' fees, consistent with Developer's obligations under Section 7.1. In no event shall City be required to bear the fees or costs of Developer, including Developer's attorneys' fees.

If requested by Developer, City agrees to support any efforts made by Developer to intervene or join as a party in any such administrative, legal or equitable proceedings if Developer was not named as a party therein. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief. In the event of an award by the court or by an arbitrator of attorneys' fees to a party challenging this Agreement or any of the Entitlements or Subsequent Entitlements, then Developer shall be liable for satisfying the payment of any such award of third party's attorneys' fees only if Developer continued to contest such litigation or legal challenge to a final judgment or other final determination, rather than settling it when City proposed to settle the matter.

8.2 Court Judgment or Order. City and Developer shall meet and endeavor, in good faith to attempt to reach agreement on any amendments needed to allow development of the Property to proceed in a reasonable manner taking into account the terms and conditions of the court's judgment or order. If agreement is reached, the procedures for amending this Agreement as specified herein shall apply. If agreement is not reached, Developer shall have the right to terminate this Agreement by giving City sixty (60) days' notice of termination. In the event that amendment of this Agreement is not required, and the court's judgment or order requires City to engage in other or further proceedings, City agrees to comply with the terms or the judgment or order expeditiously.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement and the authority to bind Developer to the performance of its obligations hereunder.

9.2 Cancellation or Modification. In addition to the rights provided the parties in Article 5 of this Agreement with respect to City's Annual Review, and Sections 6.1 and 6.2 of this Agreement as to default and termination, any party may propose cancellation or modification of this Agreement pursuant to Government Code Section 65868, but such cancellation or modification shall require the consent of any parties hereto retaining any legal interest in the Property or any portion thereof.

9.3 Consent. Where consent or approval of a party is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

9.4 Interpretation of Agreement. All parties have been represented by legal counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.

9.5 California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. City and Developer shall each comply with all applicable laws in the performance of their respective obligations under this Agreement.

9.6 No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture, partnership or other association between City and Developer, and agree that nothing in this Agreement or in any document executed in connection with it shall be construed as creating any such relationship between City and Developer.

9.7 Covenant of Good Faith and Fair Dealing. No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under this Agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

9.8 Partial Invalidity Due to Governmental Action. If state or federal laws or regulations enacted after the Effective Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

9.9 Further Actions and Instruments. The parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

9.10 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.11 No Waiver. No delay or omission by a party in exercising any right or power accruing upon non-compliance or failure to perform by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver. A waiver by a party of any of the covenants or conditions to be performed by another party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions thereof.

9.12 Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision, and, with the exception of such provision found invalid, void or illegal, this Agreement shall remain in full force and effect.

9.13 Recording. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the official records of the Placer County Recorder's Office and thereafter provide Developer with a copy of the recorded Agreement.

9.14 Attorneys' Fees. Should any legal action be brought by any party for breach of this Agreement or to enforce any provisions herein, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and other costs as may be fixed by the Court. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be

entitled to all other reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary costs incurred in the litigation.

9.15 Venue. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

9.16 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

9.17 Several Obligations of Owners. Notwithstanding anything to the contrary contained herein, no default in the performance of a covenant or obligation in this Agreement with respect to a particular portion of the Property shall constitute a default applicable to any other portion of the Property, and any remedy arising by reason of such default shall be applicable solely to the portion of the Property where the default has occurred. Similarly, the obligations of Developer and any successor in interest thereof shall be several and no default hereunder in performance of a covenant or obligation by any one of them shall constitute a default applicable to any other owner who is not affiliated with such defaulting owner, and any remedy arising by reason of such default shall be solely applicable to the defaulting owner and the portion of the Property owned by such defaulting owner.

ARTICLE 10
PROVISIONS RELATING TO LENDERS

10.1 Lender Rights and Obligations.

10.1.1 Prior to Lender Possession. No Lender shall have any obligation or duty under this Agreement prior to the time the Lender obtains possession of the Property to construct or complete the construction of improvements, or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges which are liabilities of Developer or Developer's successors-in-interest prior to Lender's possession of the Property, but such Lender shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Nothing in this Section shall be construed to grant to a Lender right beyond those of Developer hereunder or to limit any remedy City has hereunder in the event of default by Developer, including termination or refusal to grant subsequent additional land use entitlements with respect to the Property.

10.1.2 Lender in Possession. A Lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges which are obligations of Developer and which remain unpaid as of the date such Lender takes possession of the Property or any portion thereof. Provided, however, that a Lender shall not be eligible to apply for or receive entitlements with respect to the Property, or otherwise be entitled to develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development contemplated or authorized by this Agreement and subject to all of the terms and conditions hereof, including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of Developer hereunder; provided, further, that no Lender, or successor thereof, shall be entitled to the rights and benefits of Developer hereunder or entitled to enforce the provisions of this Agreement against City unless and until such Lender or successor in interest

qualifies as a recognized assignee of this Agreement and makes payment of all delinquent and current City fees and charges pertaining to the Property.

10.1.3 Notice of Developer's Default Hereunder. If City receives notice from a Lender requesting a copy of any notice of default given Developer hereunder and specifying the address for notice thereof, then City shall deliver to such Lender, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a default, and if City makes a determination of non-compliance, City shall likewise serve notice of such non-compliance on such Lender concurrently with service thereof on Developer.

10.1.4 Lender's Right to Cure. Each Lender shall have the right, but not the obligation, during the same period of time available to Developer to cure or remedy, on behalf of Developer, the default claimed or the areas of non-compliance set forth in City's notice. Such action shall not entitle a Lender to develop the Property or otherwise partake of any benefits of this Agreement unless such Lender shall assume and perform all obligations of Developer hereunder.

10.1.5 Other Notices by City. A copy of all other notices given by City to Developer pursuant to the terms of this Agreement shall also be sent to Lender at the address provided pursuant to Section 10.1.3 above.

ARTICLE 11
ENTIRE AGREEMENT AND EXHIBITS

11.1 Integration Clause and List of Exhibits. This Agreement consists of all provisions contained herein and the Exhibits identified below, which constitute in full the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. The following exhibits are attached to this Agreement and are hereby incorporated herein for all purposes:

Exhibit A	Overall Project Map
Exhibit B	Legal Description of Property
Exhibit C	Land Use Map
Exhibit D	Transfer Agreement Form
Exhibit E	Exactions Applicable to Project
Exhibit F	PFE Fee Credit Transfer Form
Exhibit G	PFE Fee Credit/Reimbursement Agreement Form
Exhibit H	Plan Area Fee Credit/Reimbursement Agreement Form
Exhibit I	Plan Area Fee Credit Transfer Form

[Signatures on Next Page]

IN WITNESS WHEREOF, the City of Lincoln, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Ordinance No. _____, adopted by the City Council of the City of Lincoln on the _____day of _____, 2026, and Developer has caused this Agreement to be executed.

CITY

City of Lincoln,
a municipal corporation

By: _____
Sean Scully, City Manager

Date:_____

ATTEST:

By: _____
City Clerk

Date:_____

APPROVED AS TO FORM:

By: _____
Douglas White, City Attorney

Date:_____

DEVELOPER

JEN California 28 LLC,
a California limited liability company

By: _____
Clifton Taylor, Vice President

Date:_____

LANDOWNER

8861 Parkwood Holdings LLC,
a California limited liability company

By: _____
Paul Sears, Manager

Date:_____

EXHIBIT A

OVERALL PROJECT MAP

TENTATIVE SUBDIVISION MAP

PARKWOOD

CITY OF LINCOLN, CALIFORNIA

SEPTEMBER 30, 2025

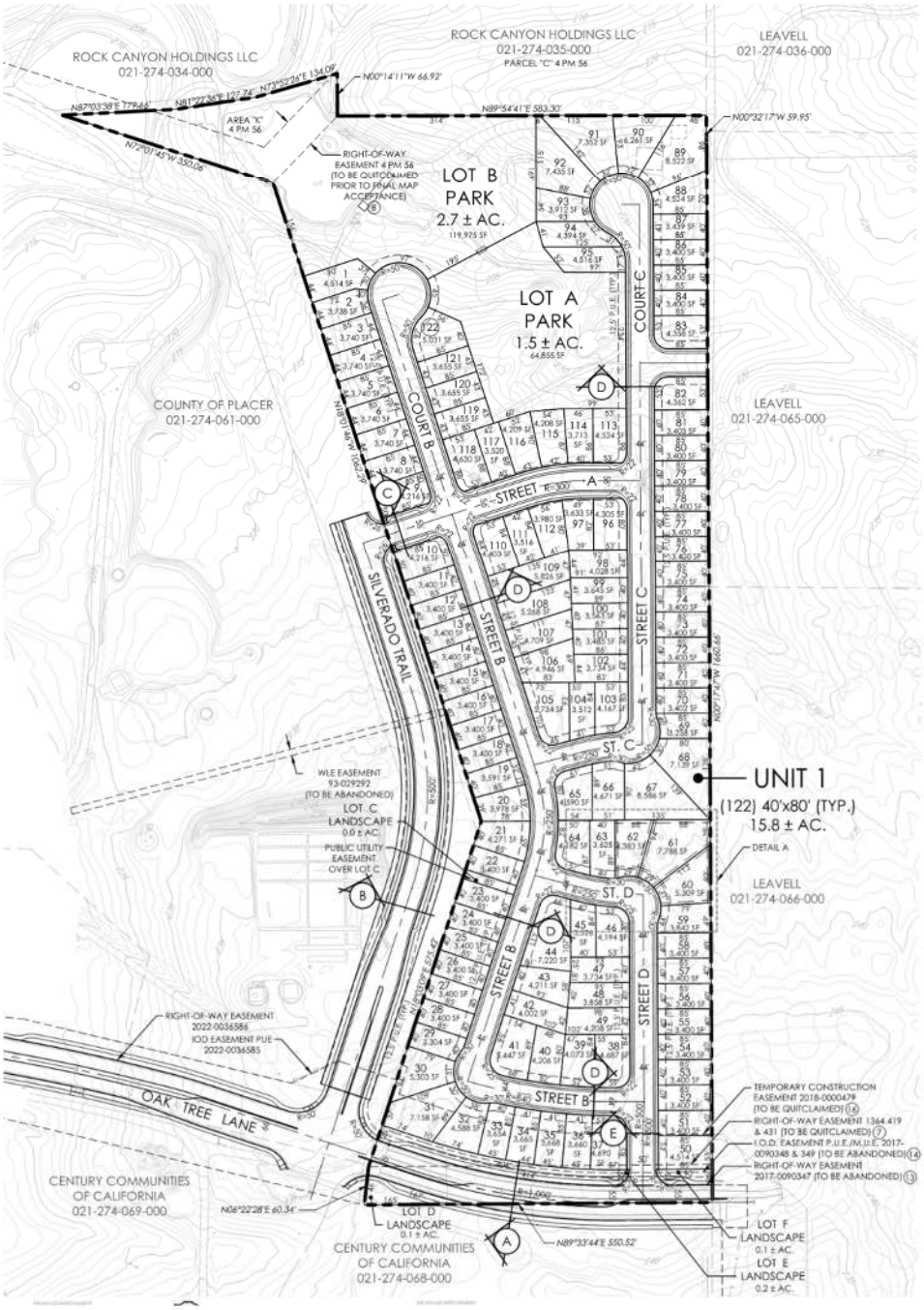


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

APN: 021-274-071-000

EXHIBIT C

LAND USE MAP

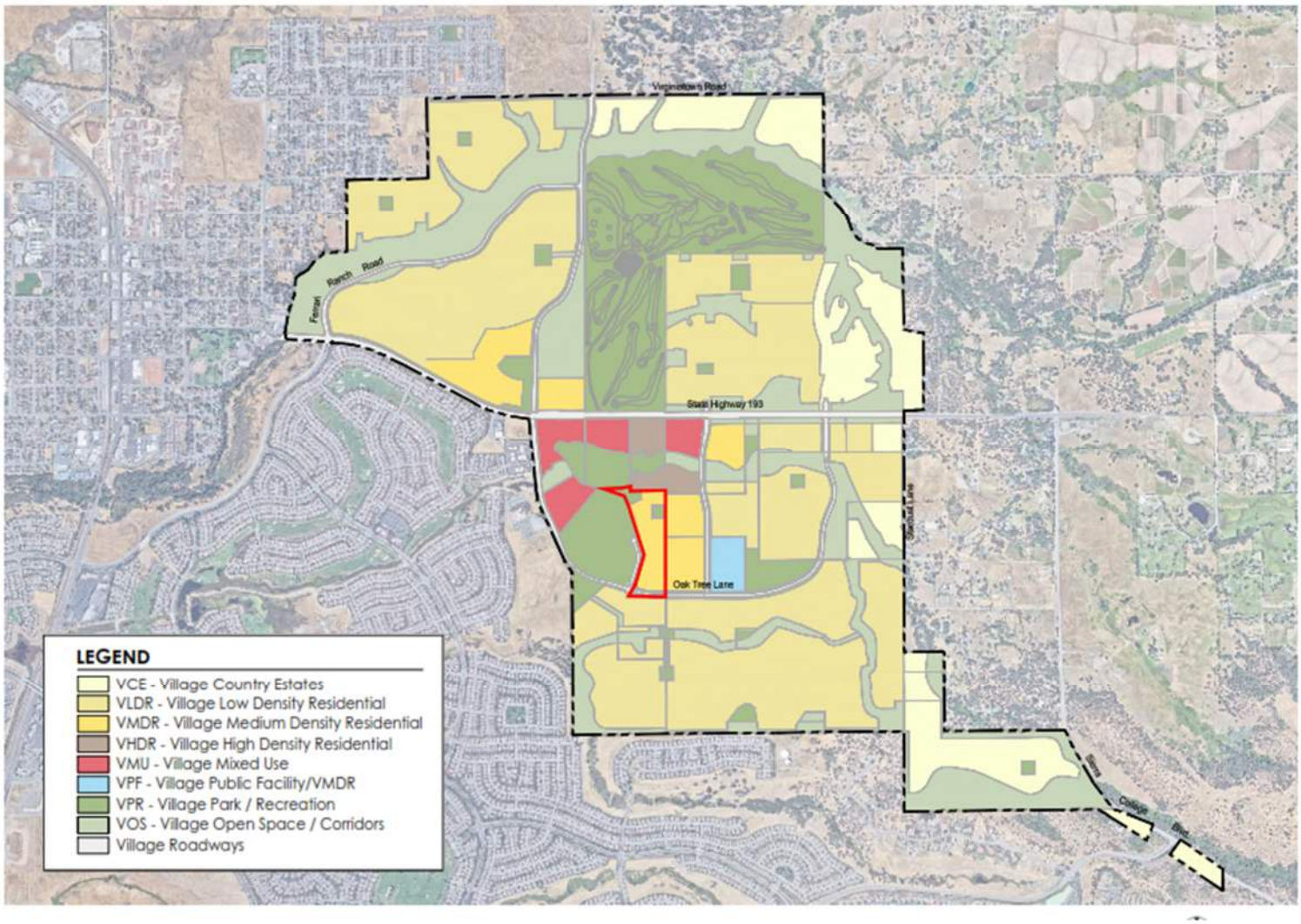


EXHIBIT D

TRANSFER AGREEMENT

RECORDING REQUESTED BY
AND
WHEN RECORDED, MAIL TO:

_____
_____
_____

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

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (herein, this "Transfer Agreement') is entered into as of _____, 20_____, by and between _____, a _____("Seller") and _____, a _____("Buyer").

RECITALS

A. SELLER and BUYER are parties to that certain Agreement with an effective date of _____, 20_____, whereby SELLER agreed to convey to BUYER, subject to the terms of said Agreement, that certain real property situated in the City of Lincoln ("City"), County of Placer, State of California, which is more particularly described in Exhibit A attached hereto and incorporated by reference (the "Subject Property").

B. The Subject Property is subject to that certain Development Agreement dated _____, 20 _____recorded in the official records of Placer County (the "Records") on _____, 20_____, as Instrument No_____.

C. The Subject Property is part of the Village 1 master planned community (the "Community") described in the Development Agreement.

D. SELLER and BUYER are executing and recording this Transfer Agreement pursuant to Section 1.9 of the Development Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and BUYER agree as follows:

1. This Transfer Agreement is effective upon transfer of title to the Subject Property to BUYER (the "Effective Date").

2. Except as otherwise provided, all defined terms used in this Transfer Agreement shall correspond to the defined terms in the Development Agreement.

3. SELLER hereby assigns to BUYER all of SELLER's rights, title, interest, burdens and obligations under the Development Agreement related to the Subject Property. BUYER, its

successors and assigns hereby expressly assume all such rights and obligations as of the Effective Date.

4. BUYER hereby assumes all rights, title, interest, burdens and obligations of SELLER under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of SELLER under the Development Agreement. BUYER agrees that BUYER shall comply with all the provisions of the Development Agreement and with all City rules, regulations and policies regarding the Subject Property which are applicable to the Development Agreement.

5. SELLER hereby assigns to BUYER all of SELLER's rights and obligations pertaining to PFE Credits and Plan Area Fee Credits as set forth in Exhibit B. BUYER, its successors and assigns hereby expressly assume all such rights and obligations pertaining to the PFE Credits and Plan Area Fee Credits as set forth in Exhibit B.

6. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

7. As provided in Section 1.9 of the Development Agreement, this Transfer Agreement shall not be effective unless and until approved in writing by the City Manager, which approval shall be assumed if Developer does not receive written response containing the City Manager's approval or disapproval within ten (10) days of SELLER's written request.

8. This Transfer Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one agreement, binding on all parties, even though all parties, even though all parties are not signatory to the same counterpart. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of Placer County, California.

[Signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Transfer Agreement as of the date and year first-above written.

SELLER:

_____,
a _____

By: _____
Name: _____
Title: _____

BUYER:

_____,
a _____

By: _____
Name: _____
Title: _____

CONSENT

The City of Lincoln hereby joins in this Transfer Agreement solely for the purposes of: providing its prior written consent and approval of this Transfer Agreement to BUYER pursuant to Section 1.9.1 of the Development Agreement, as amended, (ii) affirming that SELLER is not in default of the Development Agreement and the Development Agreement is in full force and effect, and (iii) consenting to the transfer and application of PFE Credits as described in Section 3 above.

As City Manager for the City of Lincoln, I have consulted with the City Attorney prior to providing this consent.

CITY OF LINCOLN

By: _____
Name: _____
Title: City Manager

EXHIBIT A TO TRANSFER AGREEMENT

LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT E

EXACTIONS APPLICABLE TO THE PROJECT

City of Lincoln Building Permit and Miscellaneous Fees

Developer shall be subject to all standard City ministerial fees intended to pay for the costs of City time and expenses associated with processing the Project, and which are meant to reimburse City for actual time and costs to provide the services contemplated and which are in force and effect on a Citywide basis at the time Developer applies for such building permits or approvals. Such fees include, but are not limited to:

Building Permit Fee
Plan Check Fee
Energy Plan Check & Inspection Fee
Incremental Fee
California Building Standards Commission (CBSC) Fee
Strong Motion
Instrumentation Fee
Water Use Fee
Water Meter Fee
Park Tax
Building Occupancy Fee
Cemetery Fee
Refuse Container Community Benefits Fee

Public Facilities Element (PFE Fees)

As applicable to the Village 1 Specific Plan, including but not limited to, the following:

Transportation
Wastewater Collection
Wastewater Treatment
Water Transmission
Water Storage
Drainage
Fire
Police
Administration
Library
Solid Waste

Parks and Trails
Neighborhood Parks
Regional Parks
Trails
Park Recreational Facilities

Plan Area Fees

As applicable to the Village 1 Specific Plan, including but not limited to, the following:

Water
Drainage
Wastewater
Roadway and Bridges
Amenities
Trails

County and Regional Fees

(The Parties acknowledge that the below fees are not charged by City, and City has no authority or control of fees imposed by other agencies)

Placer County Capital Facilities Impact Fee
South Placer Regional Transportation Authority Tier I (SPRTA)
South Placer Regional Transportation Authority Tier II (SPRTA)
Placer County Water Agency (PCWA) Zone 1 Water Connection Charge
Western Placer Unified School District

Source: City of Lincoln; Western Placer Unified School District; South Placer Regional Transit Authority; Frayji Design Group; and EPS.

The Parties hereby acknowledge that the Exactions identified above are intended to constitute a comprehensive listing of the fees and fee programs applicable to the Project. Notwithstanding the foregoing, to the extent any listed PFE Fee or Plan Area Fee component is incomplete, inaccurate, or inconsistent with the requirements otherwise applicable to development of the Village 1 Specific Plan, the Parties shall cooperate in good faith to resolve the discrepancy and conform the applicable fee or Exaction to the requirements of this Agreement, the Infrastructure Financing Plan, and the City's PFE Program and Plan Area Fee Program, as applicable. Nothing in this paragraph shall be construed to authorize the imposition of any additional fee or Exaction that is not otherwise authorized and applicable to the Project under those governing documents and programs.

EXHIBIT F

(FORM DOCUMENT) PFE FEE CREDIT TRANSFER AGREEMENT

(FORM DOCUMENT)

PFE FEE CREDIT TRANSFER AGREEMENT

THIS PFE FEE CREDIT TRANSFER AGREEMENT (herein, this "PFE Transfer Agreement') is entered into as _____of_____,20_____, by _____and _____between _____, a _____("Transferor") _____and_____, a_____("Transferee").

RECITALS

A. TRANSFEROR agrees to convey to TRANSFEREE certain PFE Fee Credits identified in Exhibit A, applicable to PFE projects included in the Lincoln Village 1 Infrastructure and Public Facilities Financing Plan ("PFE Credits").

B. Exhibit A is attached hereto and incorporated by reference.

C. TRANSFEROR and TRANSFEREE are executing and recording this PFE Transfer Agreement pursuant to Sections 4.2.7 of their respective development agreements.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRANSFEROR and TRANSFEREE agree as follows:

1. TRANSFEROR hereby assigns to TRANSFEREE all of TRANSFEROR's rights pertaining to PFE Credits as set forth in **Exhibit A**.

2. TRANSFEREE, its successors and assigns hereby expressly assume all such rights pertaining the PFE Credits as set forth in **Exhibit A**.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

4. This Transfer Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one agreement, binding on all parties, even though all parties, even though all parties are not signatory to the same counterpart. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of Placer County, California.

IN WITNESS WHEREOF, the parties hereto have executed this PFE Transfer Agreement as of the date and year first-above written.

TRANSFEROR:

_____,

a _____

By: _____
Name: _____
Title: _____

TRANSFEREE:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT A TO PFE TRANSFER AGREEMENT

PFE FEE CREDITS TRANSFERRED

		PFE FEE CATEGORY			
Recorded Final Map	No. of Acres	Water	Wastewater	Transportation	Drainage
		$ .00	$ .00	$ .00	$ .00
		$ .00	$ .00	$ .00	$ .00
		$ .00	$ .00	$ .00	$ .00

CITY VERIFICATION

The City of Lincoln hereby verifies that the PFE Credits listed above are currently owned by TRANSFEREE and available for transfer to TRANSFEROR.

By: _____
Name: _____
Title: _____

EXHIBIT G

(FORM DOCUMENT)
PUBLIC FACILITIES ELEMENT (PFE) FEE CREDIT &
REIMUBURSEMENT AGREEMENT FORM
(VILLAGE 1 SPECIFIC PLAN)

(FORM DOCUMENT)
PUBLIC FACILITIES ELEMENT (PFE) FEE CREDIT &
REIMUBURSEMENT AGREEMENT FORM
(VILLAGE 1 SPECIFIC PLAN)

[LIST CONSTRUCTING OWNER HERE] [LIST FACILITY HERE]

This PFE FEE CREDIT AGREEMENT (the "Agreement") is entered into by and between the City of Lincoln (hereinafter the "City") and _____ a _____, and/or its successors in interest, (hereinafter the "Constructing Owner") as of the day of_____ , 20 ____(the **"Effective Date"**).

RECITALS

WHEREAS, Constructing Owner is developing the _____ development (the "Project"), including PFE improvements that will serve the Project and other areas of the City; and,

WHEREAS, on September 13, 2016, the City Council of City of Lincoln adopted Resolution 2016-181, which approved the Village 1 Infrastructure Finance Plan for the Specific Plan Area (the "IFP"). The IFP includes the required construction of the PFE facilities and established provisions associated with PFE Fee Credits within the Village 1 Specific Plan Area (the "Plan Area"); and

WHEREAS, Constructing Owner is required, as a condition of development of the Project per the IFP, or has otherwise agreed (with City's approval), to construct or cause to be constructed the PFE facilities and improvements described in **Exhibit A** hereto, which are included within the improvement plans titled _____, date _____, 20 (hereinafter the "PFE Facilities");and

WHEREAS, City and Constructing Owner have previously entered into a Development Agreement dated _____, 20 (and, as may be amended, herein referred to as the "DA"), which contains provisions governing the terms for PFE Fee Credits, and which are not intended to be amended in any way by this Agreement; and

WHEREAS, administration of the City's PFE Fee Program will be the responsibility of the City's Director of Support Services, or their designee (the "Administrator"); and

WHEREAS, City has agreed to allow Constructing Owner to execute a contract to design and construct the PFE Facilities; and

WHEREAS, Constructing Owner has entered into a contract with (*name of Contractor*) for construction of the PFE Facilities (the "Construction Contract"); and

WHEREAS, City and Constructing Owner desire to enter into an agreement to provide for allowable reimbursements from the Village 1 Non-Critical Component of the PFE Fees (the "Village 1 PFE Pool"), as defined and described in IFP and the City's Public Facilities Element Implementation Plan and Policies (the "PFE Policy"), by the City to Constructing Owner for certain

costs of design and construction of the PFE Facilities, which PFE Fee Credits may, at Constructing Owner's discretion, be applied as credits against the Non-Critical Component of the specific PFE Fees (the "PFE Fee Credits") by the Constructing Owner or their transferee; and

WHEREAS, this Agreement will not apportion any PFE Fee Credits that Constructing Owner may elect to apply as PFE Fee Credits to any particular real property. Such apportionment shall be accomplished at Constructing Owner's discretion to any portion or portions of the Constructing Owner's Property as described herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Constructing Owner agree as follows:

SECTION 1. DEFINITIONS

All terms not otherwise described herein shall have the meaning described thereto in the PFE Policy, IFP and DA.

SECTION 2. PURPOSE OF THE AGREEMENT

This Agreement is not intended to modify or amend in any way the rights and obligations defined in the PFE Policy, the IFP or the DA related to the construction of PFE projects and earned PFE Fee Credits. The purpose of the Agreement is to specify the PFE Facilities, the related earned PFE Fee Credits and the options available to the Constructing Owner in regard to application of earned PFE Fee Credits.

SECTION 3. CONSTRUCTION OF PFE FACILITIES

Constructing Owner shall complete construction of the PFE Facilities in accordance with the plans and specifications approved by the City Engineer, and in accordance with City improvement standards and this Agreement. Constructing Owner understands and acknowledges that the terms and conditions contained in any contract that Constructing Owner has or may execute with any contractors or material suppliers regarding the construction of the PFE Facilities shall have no force or effect upon this Agreement. Constructing Owner is solely responsible for all contract payment obligations and may not rely upon reimbursement under the Village 1 PFE Pool for purpose of payment to contractors.

SECTION 4. BONDS

A. Constructing Owner has posted the following securities for the PFE Facilities in favor of the City in the amounts and forms acceptable to the City Attorney:

1. To secure faithful performance in the construction of the PFE Facilities, security in an amount equal to one hundred (100%) percent of the estimated cost of the work in the Preliminary Engineer's Estimate (see **Exhibit A**), including but not limited to cost of the PFE Facilities, engineering, inspection, fees and incidental expenses, as determined by the City Engineer.

2. To secure payment to the contractor, subcontractors, and to persons furnishing labor, materials, or equipment to them, security in an amount equal to one hundred

(100%) percent of the estimated cost of the work in the Preliminary Engineer's Estimate (see **Exhibit A**), including but not limited to cost of the PFE Facilities, engineering, inspection, fee and incidental expenses, as determined by the City Engineer.

3. If applicable, to secure payment of the cost of setting of monuments, security in an amount equal to one hundred (100%) percent of the estimated costs of setting such monuments as determined by the City Engineer.

B. To secure the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance of the PFE Facilities, security in an amount equal to fifteen (15%) percent of the actual cost of the work performed, including but not limited to cost of the PFE Facilities, engineering, inspection, fees and incidental expenses, as determined by the City Engineer shall be filed with the City prior to the final acceptance of the PFE Facilities by the City.

C. If security is furnished in the form of a bond or bonds, such bonds shall be executed by a corporate surety company authorized to transact surety business in the State of California.

D. If Constructing Owner shall fail or neglect to comply with the provisions of this Agreement, the City shall have the right at any time to cause said provisions to be met by any lawful means, and thereupon recover from the Constructing Owner and/or his/her surety the full cost and expense incurred.

SECTION 5. EARNED PFE FEE CREDITS

City and Constructing Owner agree that the amount of PFE Fee Credits earned to the Constructing Owner hereunder shall be as set forth on **Exhibit B** hereto and made a part hereof, which shall indicate if the PFE Facilities are subject to a final "true up" as described in section 9 of this Agreement. A "true up" would include the reconciliation of actual costs, for both "hard costs" and "soft costs", through the documents as required in Section 8.

"Hard Costs" could include the costs of (i) construction of the PFE Facilities, based on the price included in the Construction Contract and actually paid to the contractor for the construction of the PFE Facilities, (ii) traffic control, staging and storm water pollution prevention implementation measures (i.e., structural BMPs) related to such construction, and (iii) habitat mitigation required as a mitigation measure in connection with the construction of such PFE Facilities. Hard Costs shall include the costs of any changes in scope or standards required by the City during the course of construction thereof that are added to the Construction Contract. "Eligible Hard Costs" means all of the Hard Costs incurred by the Constructing Owner to construct the PFE Facilities, except to the extent the Administrator, in consultation with the City Engineer excludes costs found to be commercially unreasonable. Evidence that costs are based on a properly bid construction contract shall be prima facie evidence that costs are commercially reasonable. In no event shall the PFE Fee Credits exceed the amounts actually paid for Eligible Hard Costs. Construction Owner shall provide documentation as required by the Administrator, which may include but is not limited to proof of payment and lien releases from all contractors, subcontractors, and suppliers for all costs for which it seeks reimbursement or credit under this Agreement.

"Soft Costs" could include the costs of planning, design and financing of the PFE Facilities construction project, storm water pollution prevention monitoring & management (i.e., non-

structural BMPs), engineering, inspection, geotechnical oversight and monitoring, testing, surveying, outside agency review fees, and bonding related to the construction of the PFE Facilities. "Eligible Soft Costs" means all of the Soft Costs incurred by the Constructing Owner to construct the PFE Facilities, except to the extent the Administrator, in consultation with the City Engineer excludes costs found to be commercially unreasonable. Evidence that costs are based on a properly bid contracts shall be prima facie evidence that costs are commercially reasonable. In no event shall the PFE Fee Credits exceed the amounts actually paid for Eligible Soft Costs. Construction Owner shall provide documentation as required by the Administrator, which may include but is not limited to proof of payment and lien releases from all contractors, subcontractors, and suppliers for all costs for which it seeks reimbursement or credit under this Agreement.

PFE Fee Credits related to the construction of PFE Facilities subject to a final "true up" shall be equal to the Eligible Hard Costs and Eligible Soft Costs (collectively, the "Total Eligible Costs") and shall be set forth on **Exhibit B** upon execution of this Agreement.

In the event of any disagreement between the Constructing Owner and the Administrator and City Engineer on the initial calculation of the Total Eligible Costs, if all other conditions to the entry of this Agreement have been satisfied, the Constructing Owner may elect to enter this Agreement without having the amount of the Total Eligible Costs resolved and listed on **Exhibit B**. In such case, Constructing Owner's right hereunder to apply any portion of the PFE Fee Credits (or the disputed amount thereof) will be deferred until such disagreement is resolved by the Constructing Owner and the City. If the Constructing Owner, the Administrator and the City Engineer are unable to resolve any disputed amounts after the parties have engaged in good faith meetings and exchange of documents in support of their positions, the appeal provisions in Section 30 of this Agreement shall apply. The parties shall use their best efforts to resolve any such dispute within sixty (60) days of the cost document submission by the Constructing Owner.

Pending the resolution of any such dispute, the Constructing Owner shall pay any and all required PFE Fees and City shall retain any PFE Fees paid by the Construction Owner after the Effective Date of this Agreement for potential refund upon resolution of such PFE Fee Credit dispute. The amount of PFE Fee Credits retained pending resolution of any PFE Fee Credit dispute shall not exceed the disputed amount. Upon resolution of any PFE Fee Credit dispute, and within twenty (20) business days of resolution of the PFE Fee Credit dispute, the Administrator shall amend **Exhibit B** to provide the final amount of the PFE Fee Credits allowed hereunder. Constructing Owner shall then have thirty (30) calendar days after receipt of the completed **Exhibit B** to retroactively apply any portion of such PFE Fee Credit to the Constructing Owner's intervening development of the Project and obtain an equivalent refund of PFE Fees collected and retained from the Constructing Owner after the Effective Date of this Agreement pending the resolution of the PFE Fee Credit dispute. If Constructing Owner does not elect within such time to have any of the PFE Fee Credits applied to the Constructing Owner's intervening development of the Project, then any PFE Fee Credits previously collected and retained from the Constructing Owner during such period shall remain eligible for future application or reimbursement.

SECTION 6. PFE FEE CREDITS - APPLICATION, REIMBURSEMENT OR TRANSFER

PFE Fee Credits earned by the Constructing Owner: (1) may be applied towards PFE fees

related to the Constructing Owner's Property in accordance with the PFE Policy, (2) may be requested for reimbursement from the Village 1 PFE Pool, or (3) may be transferred to another landowner within the Plan Area.

SECTION 7. PRIORITY FOR REIMBURSEMENT PAYMENT FOR PFE FEE CREDITS

The priority of reimbursement payments for PFE Fee Credits shall be on a Calendar-Year Priority basis, as described in the IFP. As provided in the IFP, a constructing entity (herein defined as a Constructing Owner) achieves a given Calendar-Year Priority when it has a fully executed PFE Fee Credit Agreement and has expended at least 30 percent of the Eligible Hard Costs for the PFE Facilities included in such agreement. Based on the estimated schedule for construction of the PFE Facilities, the parties anticipate that Constructing Owner will complete 30% of the Eligible Hard Costs of the PFE Facilities, which 30% completion will establish the Calendar-Year Priority for a potential reimbursement hereunder, by Calendar-Year 20_. Constructing Owner shall notify the City upon expenditure of 30% of the Eligible Hard Costs of the PFE Facilities and, subject to confirmation thereof by the Administrator and the City Engineer, the City shall provide written notice to Constructing Owner of the Calendar-Year Priority. City shall provide Constructing Owner with the written notice required herein within 30 calendar days of the receipt of the written notification by the Constructing Owner of the expenditure of 30% of the Eligible Hard Costs.

Requested reimbursements for PFE Fee Credits shall be paid out first on the PFE Fee Credit Agreement(s) with the earliest Calendar-Year Priorities, until paid in full (i.e., a PFE Fee Credit Agreement with an earlier Calendar-Year Priority shall receive all available funds in the Village 1 PFE Pool until paid in full prior to any reimbursements being paid pursuant to a PFE Fee Credit Agreement with a later Calendar-Year Priority. If two or more PFE Fee Credit Agreements have the same Calendar-Year Priority ("Equal-Priority Agreements"), after payment in full on any reimbursement for an earlier Calendar-Year Priority, the reimbursements on such Equal-Priority Agreements shall be paid out pro rata, based on the relative amount of then requested reimbursements due thereunder at the time of such payment. For example, if at the time of payment of any reimbursement hereunder, another constructing owner was requested reimbursements pursuant to PFE Fee Credit Agreement with the same Calendar-Year Priority as this Agreement, then such payment would be divided between the Constructing Owner and the other constructing owner in proportion to the relative amounts of reimbursements then requested under the respective Agreements.

In accordance with the applicable Calendar-Year Priorities, the reimbursement hereunder shall be paid to Constructing Owner when the PFE Facilities are completed as determined by the City Engineer ("Completion") and accepted by the City in writing, or such earlier date after Completion that the City Engineer deems appropriate. The reimbursement shall be paid by the City as fee revenues from the Village 1 PFE Pool are collected within the Plan Area. After Completion of the PFE Facilities, such payments shall be made by the City at least quarterly throughout the year as funds become available.

The obligation arising from this Agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only and solely from the Village 1 PFE Pool.

SECTION 8. TRANSFER OF PFE FEE CREDITS

PFE Fee Credits are personal to Constructing Owner and do not run with the Project that is generating such credits. Provided the Constructing Owner has no outstanding monetary obligation to the City within the Project Area, Constructing Owner may, at its sole option and discretion, assign the rights to PFE Fee Credits, including the right to request reimbursements against the Village 1 PFE Pool, to any other landowner within the Plan Area, subject to the conditions and limitations herein regarding the application of such PFE Fee Credits.

If Constructing Owner has an outstanding monetary obligation to the City as noted above, then the City may require the monetary obligation to be met before transfer of the PFE Fee Credit owned by Constructing Owner. Any assignment of the rights to PFE Fee Credits shall be made in writing and delivered to the Administrator in the form attached hereto as **Exhibit C**. Assigned PFE Fee Credits carry the same priority the assignor had in the credits.

SECTION 9. "TRUE UP" OF PFE FEE CREDITS

Upon completion of the PFE Facilities by the Constructing Owner and acceptance thereof by the City, the final determination of actual Eligible Hard Costs upon which the PFE Fee Credits amount is based shall be determined by the Administrator, in consultation with the City Engineer, based on documentation thereof provided by Constructing Owner to the Administrator's and City Engineer's reasonable satisfaction. For construction change orders to be given consideration for reimbursement, the Constructing Owner must:

- Present the change order request and estimated cost along with supporting information to the Administrator and City Engineer; and
- Fully document any work performed under a change order to verify all associated costs.

Failure to comply with any of these procedures may result in the ineligibility of the requested change order for such PFE Fee Credits.

To secure final PFE Fee Credits, Constructing Owner shall provide the following items to the Administrator and City Engineer in order for each to determine the actual Eligible Hard Costs and Eligible Soft Costs incurred by Constructing Owner for the PFE Facilities that qualify for PFE Fee Credits:

(1) Copies of the original Construction Contract and any change orders that have been agreed to by the Constructing Owner, contractor, and the City. The portion of each change order associated with the PFE Facilities must be itemized separately;

(2) Copies of all invoices, with unconditional lien releases, submitted by the contractor and suppliers;

(3) Copies of all checks issued by the Constructing Owner with related invoices indicated;

(4) A summary tabulation of all contractor and supplier invoices and Constructing Owner payments; and

(5) Prevailing Wage Certification, or documentation acceptable to the City Attorney of an exception to the applicability of prevailing wage.

If, when the final reconciliation of Total Eligible Costs for the PFE Facilities is conducted by the Administrator, the actual Total Eligible Costs for the PFE Facilities exceeds the amount of PFE Fee Credits initially provided hereunder, the Administrator shall review items (1) through above and determine if the actual Total Eligible Costs will serve as the basis for determination of the amount of the PFE Fee Credits earned by the Constructing Owner should be increased above the amount described in **Exhibit B** of this Agreement. The Administrator, in consultation with the City Engineer, shall determine how much of the actual construction costs should be included in any increase to the Total Eligible Costs and **Exhibit B** shall be adjusted accordingly.

If the final reconciliation determines that Total Eligible Costs are less than the amount of PFE Fee Credits initially provided hereunder, the Administrator shall notify the Constructing Owner of such reduction of the PFE Fee Credits and **Exhibit B** shall be revised accordingly. If the amount of PFE Fee Credits applied towards the PFE Fees exceeds the final amount of Total Eligible Costs that supported such PFE Fee Credits, then the Constructing Owner shall repay the amount of the PFE Fee Credits that were applied in excess of the confirmed Total Eligible Costs within sixty (60) calendar days of receipt of notice from the Administrator of the amount to be repaid.

In no event shall PFE Fee Credits exceed the amounts actually paid by Constructing Owner for Total Eligible Costs. Any determination by the Administrator and City Engineer under this Section shall be subject to the appeal rights set forth in Section 30 of this Agreement.

SECTION 10. FAILURE TO COMPLETE CONSTRUCTION.

Failure to complete work within the scope of this Agreement may affect the Calendar-Year Priority Status for the reimbursement hereunder, may result in termination of the PFE Fee Credits and termination of the right to apply PFE Fee Credits, and may require repayment of any PFE Fee Credits applied, as deemed appropriate by the Administrator. In connection therewith, the Administrator may determine that the Constructing Owner shall not be entitled to further PFE Fee Credits until completion of the PFE Facilities as determined by the City Engineer. A change in the Calendar-Year Priority for any reimbursement will be evaluated from the previously determined Calendar-Year Priority to the date of completion, which may affect priority for the reimbursement. Any determination by the Administrator and City Engineer to invoke the provisions of this Section shall be subject to the appeal rights set forth in Section 30 of this Agreement.

SECTION 11. INSPECTION

City and its authorized representatives shall, at all times have access to the construction site during construction of the PFE Facilities and Constructing Owner shall furnish City with all reasonable information necessary for ascertaining full knowledge of the PFE Facilities with respect to the progress, workmanship, and character of materials and equipment used and employed in the work.

Whenever the contractors retained by Constructing Owner vary the normal period during which work or any portion of it is carried out on each day, Constructing Owner shall give timely notice to the City Engineer so that if he or she wishes, be present to observe the work in progress. If Constructing Owner fails to give such timely notice, any work done in the absence of the City representative will be subject to rejection. Constructing Owner shall give timely notice to the City Engineer in advance of backfilling or otherwise covering any part of the work so that the City's representative may, if he or she wishes, observe the work before it is concealed.

Notwithstanding any provision to the contrary, all PFE Facilities shall be subject to City inspection for compliance with City requirements prior to issuance of a Letter of Acceptance by the City Engineer. Observation of the work or inspection by the City shall not relieve Constructing Owner or its sureties of full responsibility for defective materials or workmanship or any of its obligations to complete construction in accordance with the plans and specifications approved by the City Engineer.

SECTION 12. COMPLIANCE WITH PREVAILING WAGE LAWS

Unless otherwise authorized by City Charter, City ordinance, or applicable State statutory or common law, pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California (Labor Code Sections 1720 *et seq*. ("Prevailing Wage Laws")), all work shall be performed in compliance which the Prevailing Wage Laws and not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by the Constructing Owner or the Constructing Owner's contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed by the Constructing Owner with, and made available for inspection at the office of the City Clerk.

Constructing Owner shall require all contractors to register with the Department of Industrial Relations in accordance with Labor Code section 1725.5. Constructing Owner shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. No PFE Fee Credits shall be permissible without full compliance with the Prevailing Wage Laws.

SECTION 13. INSURANCE

Constructing Owner shall require its contractor to carry and maintain for three (3) years after City Acceptance of the PFE Facilities, such public liability, property damage and contractual liability, auto, Workers' Compensation, Builders' Risk Insurance and other insurance coverage as required by the City in accordance with the improvement plan specifications for the PFE Facilities. The contractor shall name the City as an additional insured. For any claims related to the PFE Facilities, the contractor's general liability and automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

SECTION 14. ACCEPTANCE AND CONVEYANCE OF FACILITIES

Once Constructing Owner has completed construction of the PFE Facilities and the PFE Facilities are deemed satisfactory by the City Engineer following City inspection, the City Engineer may recommend that City Council accept the PFE Facilities, including all associated easements and offers of dedication, provided that all liens, claims and encumbrances in connection with the PFE Facilities have been released and the required warranty bond has been provided to the City. No acceptance shall be valid without the Constructing Owner conveying and vesting full, complete and clear title in said PFE Facilities to the City at the time of acceptance.

SECTION 15. LIENS, CLAIMS, AND ENCUMBRANCES

Prior to the City's acceptance of any PFE Facilities, Constructing Owner shall clear any and all liens, claims and encumbrances from said Facility as a condition of acceptance by the City.

SECTION 16. DELIVERY OF AS-BUILT PLANS AND SPECIFICATIONS

Prior to acceptance of PFE facilities by City, Constructing Owner shall deliver to City copies of all as-built plans (if any), specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the PFE Facilities described in this Agreement. Upon acceptance of the PFE Facilities, City shall file Notice of Completion with Placer County.

SECTION 17. INDEMNIFICATION

The Constructing Owner, by execution of this Agreement, specifically agrees to protect and assume the defense of, indemnify and hold harmless City and its elected representatives, officers, employees, agents and consultants (the "Indemnitees"), from and against all liabilities, actions, lawsuits, damages, claims, losses, or expenses of every type and description, including attorneys' and consultants' fees and expenses, (collectively, "Liabilities"), to which they may be subjected or put, by reason of or resulting from the design, construction, or installation of the PFE Facilities, except to the extent the Liabilities arise from the sole negligence, or willful misconduct of City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the improvements by City, or if there is an applicable warranty, following the end of any applicable warranty period, the Constructing Owner shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence following acceptance of the PFE Facilities.

SECTION 18. THIRD PARTY LIABILITY

City does not assume any liability, duty or obligation to Constructing Owner's contractors, subcontractors, agents or any person or entity not a party to this Agreement by execution or performance of this Agreement, and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

SECTION 19. WARRANTY

Constructing Owner hereby warrants the PFE Facilities as to materials, design and

workmanship and should any defect or failure of the PFE Facilities, or any parts thereof, occur within a period of one (1) year after final acceptance by City, Constructing Owner shall promptly cause the needed repairs to be made without any expense or cost to the City. Final acceptance shall be deemed to have occurred under this Agreement when the PFE Facilities have been accepted by the City pursuant to a written acceptance from the City Engineer, and is placed into actual service. City shall provide written notification to Constructing Owner of final acceptance by the City.

City is hereby authorized to make repairs if Constructing Owner fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) calendar days after it is given written notice of such defect or failure. In case of emergency, where in the opinion of the City Engineer delay may cause serious hazard to the public, the necessary repairs may be made by the City without prior notice to Constructing Owner. All costs of the repair, if not paid by the Constructing Owner within twenty (20) calendar days of notice from the Administrator to the Constructing Owner, shall be paid out Warranty Bond. In no event shall the City be responsible for the cost of the repair within the warranty period. In all cases of defect or failure within the warranty period where the City has taken action in accordance with this paragraph, Constructing Owner shall promptly reimburse City and, if applicable, the Warranty Bond shall fund the repair for any and all costs or expenses, direct or indirect, incurred by the City. The foregoing is in addition to, and shall not in any way limit or affect, the rights of the City to enforce the warranty obligations of Constructing Owner hereunder and to recover any and all costs thereof from the warranty bond posted thereby.

SECTION 20. BINDING ON SUCCESSORS AND ASSIGNS

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

SECTION 21. AUTHORITY TO ENTER INTO AGREEMENT

Constructing Owner and City certify that they have the authority and are legally empowered to enter into this Agreement on behalf of their entity and to bind their party to the performance of its obligations hereunder.

SECTION 22. NOTICES

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

(a) If to City:

City of Lincoln

Attn: Director of Support Services / Administrator
600 Sixth Street
Lincoln, CA 95648
Telephone: (916) 434-2400
Facsimile: (916) _____

With a copy to:

City of Lincoln Attn: CityEngineer
600 Sixth Street
Lincoln, CA 95648
Telephone: (916) 434-2400
Facsimile: (916) _____

(b) If to Constructing Owner:

[fill in notice information for Constructing Owner]

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

SECTION 23. NOTICE OF CONTRACTORS

Constructing Owner shall provide a copy of this Agreement to any contractors, subcontractors, or other parties performing work on the PFE Facilities, prior to commencement of construction by said party.

SECTION 24. TERM

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

SECTION 25. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

SECTION 26. CONFLICTS

This agreement is intended to implement and be consistent with the requirements of the PFE Policy. Therefore, in the event of any conflicts between the PFE Policy and this Agreement, the requirements of the PFE Policy shall prevail and control.

SECTION 27. EXHIBITS

The Exhibits attached hereto are hereby incorporated herein by this reference.

SECTION 28. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.

SECTION 29. RIGHT OF APPEAL

Constructing Owner may appeal any final determination by the Administrator and/or City Engineer to the City Manager and thereafter to the City Council. Prior to submitting the matter to the City Council, the City Manager may, in his/her discretion, elect to engage the services of a mediator to attempt to mediate the dispute in a non-binding fashion, not to exceed a total of thirty calendar days. Any decision of the City Council shall be final with no right of further appeal or action thereafter.

SECTION 30. EFFECTIVE DATE

The City's execution of this Agreement shall be contingent upon confirmation by the Administrator, in consultation with the City Engineer, that (i) a Construction Contract has been properly bid and entered into for construction of the PFE Facilities, (ii) performance and payment bonds have been posted in form and amount required by the City, and (iii) a Notice to Proceed has been given to the contractor for the PFE Facilities. The date of such execution by the City, based in part on the City's confirmation of the satisfaction of the foregoing conditions, shall be deemed to be the **"Effective Date"** of this Agreement. Upon execution of this Agreement by the City, the City shall insert the Effective Date in the Preamble to this Agreement and provide a copy of this fully executed and dated Agreement to Constructing Owner.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

CONSTRUCTING OWNER:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

CITY:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____,
City Clerk

By: _____
Date: _____

APPROVED AS TO FORM:

_____,
City Attorney

By: _____
Date: _____

EXHIBIT A

PFE FACILITIES AND IMPROVEMENTS
(Including Preliminary Engineer's Estimate of Facility Costs)

(to be attached)

EXHIBIT B

IDENTIFICATION OF PFE FEE CREDITS VILLAGE 1 PLAN AREA

[Insert Name of Constructing Owner Here]

[List Facility Here]

Date of Agreement:_____, 20____

PFE Fee Credits: $_____

	Value in PFE Project List	Reconciled "True Up" Costs
PFE Fee Credits Based Upon:	_____	_____

EXHIBIT C

FORM OF CERTIFICATE OF
ASSIGNMENT AND TRANSFER OF
PFE FEE CREDITS

The undersigned Constructing Owner, as the holder of certain PFE Fee Credits related to the PFE Fee Credits Agreement between Constructing Owner and the City of Lincoln, dated _____(the "Agreement"), and with a Calendar-Year Priority of 20_, hereby assigns, transfers and conveys to the undersigned Assignee the PFE Fee Credits as indicated below:

Constructing Owner's Legal Name:

_____

Assignee's Legal Name:

_____

[Detailed list of PFE Fee Credits descriptions and amounts]

_____ $_____

_____ $_____

_____ $_____

_____ $_____

CONSTRUCTING OWNER:

By:_____

Name:_____

Title:_____

Date:_____

ASSIGNEE/HOME BUILDER:

By:_____

Name:_____

Title:_____

Date:_____

CONSTRUCTING OWNER CONTACT:

[*ADD CONTACT INFORMATION]*

ASSIGNEE/HOME BUILDER CONTACT:

[*ADD CONTACT INFORMATION]*

EXHIBIT H

(FORM DOCUMENT)
INFRASTRUCTURE FINANCE PLAN AREA FEE
CREDIT & REIMBURSEMENT AGREEMENT
(VILLAGE 1 SPECIFIC PLAN)

(FORM DOCUMENT)
INFRASTRUCTURE FINANCE PLAN AREA FEE
REIMBURSEMENT AGREEMENT
(VILLAGE 1 SPECIFIC PLAN)

[LIST CONSTRUCTING OWNER HERE] [LIST FACILITY HERE]

This Fee Reimbursement Agreement (the "Agreement") is entered into by and between the Cityof Lincoln (hereinafter the "City") and_____, _____, and/or its successors in interest, (hereinafter the "Constructing Owner") as of the day of _____20 ____ (the **"Effective Date"**).

RECITALS

WHEREAS, Constructing Owner is developing the _____development (the "Project"), including backbone infrastructure and/or required public facilities and improvements that will serve the Project; and

WHEREAS, Constructing Owner is required, as a condition of development of the Project per the Lincoln Village 1 Infrastructure and Public Financing Plan, or has otherwise agreed (with City's approval), to construct or cause to be constructed the facilities and improvements described in **Exhibit A** hereto, which are included within the improvement plans titled_____, dated _____20_____ (hereinafter the "Facilities"); and

WHEREAS, on September 13, 2016, the City Council of the City of Lincoln adopted Resolution 2016-181, which approved the Village 1 Infrastructure Finance Plan for the Specific Plan Area (the "IFP"). The IFP includes the implementation of the Village 1 Plan Area Fee Program (the "Plan Area Fee Program"), establishing the Plan Area Fees (the "Fees") to pay for a variety of public facilities (the "Facilities") and established provisions associated with fee credits and reimbursements within the Village 1 Specific Plan Area (the "Plan Area"). In connection with the adoption of the IFP, the City Council approved a nexus study (the "Study") establishing the relationship between the Fees and Facilities for the Plan Area; and

WHEREAS, City and Constructing Owner have previously entered into a Development Agreement dated_____, 20__ (and, as may be amended, herein referred to as the "DA"), which contains provisions governing the terms for reimbursements and credits, and which are not intended to be amended in any way by this Agreement; and

WHEREAS, administration of the Plan Area Fee Program will be the responsibility of the City's Director of Support Services, or their designee (the "Administrator"); and

WHEREAS, City has agreed to allow Constructing Owner to execute a contractto design and construct the Facilities; and

WHEREAS, Constructing Owner has entered into a contract with (*name of Contractor*) for construction of the Facilities (the "Construction Contract"); and

WHEREAS, City and Constructing Owner desire to enter into an agreement to provide for

allowable reimbursements from the Infrastructure Fee Component of the Fees (the "Fee Reimbursements"), as defined and described in IFP, by the City to Constructing Owner for certain costs of design and construction of the Facilities, which Fee Reimbursements may, at Constructing Owner's discretion, be applied as credits against the Infrastructure Fee Component of the Fees (the "Fee Credits") within the Constructing Owner's Property as that term is defined in the DA described herein and in Section 2 hereof; and

WHEREAS, this Agreement will not apportion any Fee Reimbursements that Constructing Owner may elect to apply as Fee Credits to any particular real property. Such apportionment shall be accomplished at Constructing Owner's discretion to any portion or portions of the Constructing Owner's Property as described herein;

WHEREAS, Section 4.3 of the DA provides that any Fee Reimbursement Agreement shall provide that certain provisions of the IFP and the DA (as set forth more particularly below) shall be protected from the effects of any proposed amendments of provisions related to reimbursement and credits, and Section 2.2.1 of the DA vests provisions related to the establishment of fee reimbursement and credit provisions for advance-funded improvements.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Constructing Owner agree as follows:

SECTION 1. DEFINITIONS

All terms not otherwise described herein shall have the meaning described thereto in the IFP.

SECTION 2. RESTATED AGREEMENT IMPLEMENTING VESTED PROVISIONS OF IFP; MAP OF CONSTRUCTING OWNER'S PROPERTY.

This Agreement is intended to implement and not to modify or amend in any way the vested provisions of the IFP or the DA related thereto or the provisions of the Study or the IFP.

Consistent with the limitations in Section 4.3 of the DA, the "Constructing Owner's Property," within which Fee Reimbursements may be applied as credits against the Infrastructure Fee Component of the Fee as provided herein, is shown on the map attached hereto as Exhibit B (the "Map of Constructing Owner's Property"), and may also include additional property contiguous thereto, not exceeding five percent (5%) in area, that may hereafter be added to the description thereof by lot line adjustment, subdivision or other such lawful land division as requested by the Constructing Owner.

SECTION 3. CONSTRUCTION OF FACILITIES

Constructing Owner shall complete construction of the Facilities in accordance with the plans and specifications approved by the City Engineer, and in accordance with City improvement standards and this Agreement. Constructing Owner understands and acknowledges that the terms and conditions contained in any contract that Constructing Owner has or may execute with any contractors or material suppliers regarding the construction of the Facilities shall have no force or effect upon this Agreement. Constructing Owner is solely responsible for all contract payment obligations and may not rely upon reimbursement under the Plan Area Fee Program for purpose of

payment to contractors, provided Constructing Owner may assign its rights to such reimbursements to its contractors and/or lenders as additional security for such payment. All bidding and contracting for construction work shall be done to allow for the Facilities to be eligible for acquisition or construction through a community facilities district ("CFD").

SECTION 4. BONDS

A. Constructing Owner has posted the following securities for the Facilities in favor of the City in the amounts and forms acceptable to the City Attorney:

1. To secure faithful performance in the construction of the Facilities, security in an amount equal to one hundred (100%) percent of the estimated cost of the work in the Preliminary Engineer's Estimate (see **Exhibit A**), including but not limited to cost of the Facilities, engineering, inspection, fees and incidental expenses, as determined by the City Engineer.

2. To secure payment to the contractor, subcontractors, and to persons furnishing labor, materials, or equipment to them, security in an amount equal to one hundred (100%) percent of the estimated cost of the work in the Preliminary Engineer's Estimate (see **Exhibit A**), including but not limited to cost of the Facilities, engineering, inspection, fees and incidental expenses, as determined by the City Engineer.

3. If applicable, to secure payment of the cost of setting of monuments, security in an amount equal to one hundred (100%) percent of the estimated costs of setting such monuments as determined by the City Engineer.

B. To secure the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance of the Facilities, security in an amount equal to fifteen (15%) percent of the actual cost of the work performed, including but not limited to cost of the Facilities, engineering, inspection, fees and incidental expenses, as determined by the City Engineer shall be filed with the City prior to the final acceptance of the Facilities by the City.

C. The amounts of all securities required under this Agreement shall be adjusted every two years based on the best available data, such as actual bids and contracts for construction and change orders, as reviewed and approved by the City.

D. If security is furnished in the form of a bond or bonds, such bonds shall be executed by a corporate surety company authorized to transact surety business in the State of California.

E. If Constructing Owner shall fail or neglect to comply with the provisions of this Agreement, the City shall have the right at any time to cause said provisions to be met by any lawful means, and thereupon recover from the Constructing Owner and/or his/her surety the full cost and expense incurred.

SECTION 5. ALLOWABLE FEE REIMBURSEMENT

City and Constructing Owner agree that the amount of Infrastructure Fee Reimbursements owed to Constructing Owner hereunder shall be as set forth on **Exhibit C** hereto and made a part hereof, subject to the final "true up" as described in Section 8 hereof. The City shall reimburse the Constructing Owner, solely from the Infrastructure Fee Component of the Fee, all Eligible Hard

Costs and Soft Costs incurred by the Constructing Owner in connection with the construction of the Facilities, as approved by the Administrator in consultation with the City Engineer.

"Hard Costs" shall consist of the costs of (i) construction of the Facilities, based on the price included in the Construction Contract and actually paid to the contractor for the construction of the Facilities, (ii) traffic control, staging and storm water pollution prevention implementation measures (i.e., structural BMPs) related to such construction, and (iii) habitat mitigation required as a mitigation measure in connection with the construction of such Facilities. Hard Costs shall include the costs of any changes in scope or standards required by the City during the course of construction thereof that are added to the Construction Contract. Hard Costs shall also include the cost for any materials that exceeded the minimum specifications required by the City, so long as the bid for the contract clearly describes the allowed minimum specification. "Eligible Hard Costs" means all of the Hard Costs incurred by the Constructing Owner to construct the Facilities, except to the extent the Administrator, in consultation with the City Engineer excludes costs found to be commercially unreasonable. Evidence that costs are based on a properly bid construction contract shall be prima facie evidence that costs are commercially reasonable. In no event shall Fee Reimbursement exceed the amounts actually paid for Eligible Hard Costs. Constructing Owner shall provide documentation as required by the Administrator, which may include but is not limited to proof of payment and lien releases from all contractors, subcontractors, and suppliers for all costs for which it seeks reimbursement or credit under this Agreement.

"Soft Costs" include the costs of planning, design and financing of the Facilities construction project, storm water pollution prevention monitoring & management (i.e., non- structural BMPs), engineering, inspection, geotechnical oversight and monitoring, testing, surveying, outside agency review fees, and bonding related to the construction of the Facilities. "Eligible Soft Costs" means all of the Soft Costs incurred by the Constructing Owner to construct the Facilities, except to the extent the Administrator, in consultation with the City Engineer, excludes costs found to be commercially unreasonable. Evidence that costs are based on a properly bid contracts shall be prima facie evidence that costs are commercially reasonable. In no event shall Fee Reimbursement exceed the amounts actually paid for Eligible Soft Costs. Constructing Owner shall provide documentation as required by the Administrator, which may include but is not limited to proof of payment and lien releases from all contractors, subcontractors, and suppliers for all costs for which it seeks reimbursement or credit under this Agreement.

The Fee Reimbursement hereunder shall be equal to the Eligible Hard Costs and Eligible Soft Costs (collectively, the "Total Eligible Costs"), subject to the final "true up" as described in Section 8 below, and shall be set forth on **Exhibit C** upon execution of this Agreement.

In the event of any disagreement between the Constructing Owner, the Administrator and City Engineer on the initial calculation of the Total Eligible Costs, if all other conditions to the entry of this Agreement have been satisfied, the Constructing Owner may elect to enter this Agreement without having the amount of the Total Eligible Costs resolved and listed on **Exhibit C** (or having only the undisputed amount listed thereon as the Fee Reimbursement). In such case, Constructing Owner's right hereunder to apply any portion of the Fee Reimbursement (or the disputed amount thereof) as credits against the Fee within the Constructing Owner's Property will be deferred until such disagreement is resolved by the Constructing Owner and the City. If the Constructing Owner, the Administrator and the City Engineer are unable to resolve any disputed amounts after the

parties have engaged in good faith meetings and exchange of documents in support of their positions, the appeal provisions in Section 32 of this Agreement shall apply. The parties shall use their best efforts to resolve any such dispute within sixty (60) days of the entry of this Agreement.

Pending the resolution of any such dispute, the Constructing Owner shall pay any and all required Fees (except as may be offset by Fee Reimbursements applied as Fee Credits pursuant to other Fee Reimbursement Agreements) and City shall retain any Fees paid by the Constructing Owner after the Effective Date of this Agreement for potential refund upon resolution of such fee reimbursement dispute. The amount of Fees retained pending resolution of any fee reimbursement dispute shall not exceed the disputed amount. Upon resolution of any fee reimbursement dispute, and within twenty (20) business days of resolution of the fee reimbursement dispute, the Administrator shall amend **Exhibit C** to provide the final amount of the Fee Reimbursement allowed hereunder. Constructing Owner shall then have thirty (30) calendar days after receipt of the completed **Exhibit C** to retroactively apply any portion of such Fee Reimbursements as credits to the Constructing Owner's intervening development of the Project and obtain an equivalent refund of Fees collected and retained from the Constructing Owner after the Effective Date of this Agreement pending the resolution of the fee reimbursement dispute. If Constructing Owner does not elect within such time to have any of the Fee Reimbursement applied as credits to the Constructing Owner's intervening development of the Project, then any Fees previously collected and retained from the Constructing Owner during such period shall be deposited into the Fee Program and applied as otherwise provided for in the IFP.

SECTION 6. ANNUAL ADJUSTMENTS TO FEE REIMBURSEMENTS

As provided in the IFP, all fee reimbursements, including those converted to fee credits, shall be adjusted annually based on the annual change to the Plan Area Fee Program.

SECTION 7. CALENDAR-YEAR PRIORITY FOR PAYMENT OF FEE REIMBURSEMENTS

The priority of payment of the Fee Reimbursements shall be on a Calendar-Year Priority basis, as described in the IFP. As provided in the IFP, a constructing entity (herein defined as a Constructing Owner) achieves a given Calendar-Year Priority when it has a fully executed fee reimbursement agreement and has expended at least 30 percent of the Eligible Hard Costs for the plan area infrastructure improvements included in such reimbursement agreement. Based on the estimated schedule for construction of the Facilities, the parties anticipate that Constructing Owner will complete 30% of the Eligible Hard Costs of the Facilities, which 30% completion will establish the Calendar-Year Priority for the Fee Reimbursements hereunder, by Calendar-Year 20 ___. Constructing Owner shall notify the City upon expenditure of 30% of the Eligible Hard Costs of the Facilities and, subject to confirmation thereof by the Administrator and the City Engineer, the City shall provide written notice to Constructing Owner of the Calendar-Year Priority for payment of Fee Reimbursements to be applied by the City hereunder. City shall provide Constructing Owner with the written notice required herein within 30 calendar days of the receipt of the written notification by the Constructing Owner of the expenditure of 30% of the Eligible Hard Costs.

Outstanding Fee Reimbursements shall be paid out first on the Fee Reimbursement Agreement(s) with the earliest Calendar-Year Priorities, until paid in full (i.e., a Fee

Reimbursement Agreement with an earlier Calendar-Year Priority shall receive all available Fee Reimbursements until paid in full prior to any Fee Reimbursements being paid pursuant to a Fee Reimbursement Agreement with a later Calendar-Year Priority. If two or more Fee Reimbursement Agreements have the same Calendar-Year Priority ("Equal-Priority Reimbursement Agreements"), after payment in full on any earlier Calendar-Year Priority Fee Reimbursements, the Fee Reimbursements on such Equal-Priority Reimbursement Agreements shall be paid out pro rata, based on the relative amount of then outstanding Fee Reimbursements due thereunder at the time of such payment. For example, if at the time of payment of any Fee Reimbursement hereunder, another constructing owner was owed Fee Reimbursements pursuant to Fee Reimbursement Agreement with the same Calendar-Year Priority as this Agreement, then such payment would be divided between the Constructing Owner and the other constructing owner in proportion to the relative amounts of reimbursements then owned under the respective Agreements.

In accordance with the applicable Calendar-Year Priorities, the Fee Reimbursement hereunder shall be paid to Constructing Owner when the Facilities are completed as determined by the City Engineer ("Completion") and accepted by resolution of the City Council accepting the improvements and directing the City Clerk to file a Notice of Completion with the Placer County Recorder. The Fee Reimbursement shall be paid by the City as fee revenues from the Infrastructure Fee Component of the Fees that are collected within the Plan Area. After Completion of the Facilities, such payments shall be made by the City at least quarterly throughout the year as funds become available. Prior to such Completion, if the Fee Reimbursement hereunder is eligible for payment on a Calendar-Year Priority basis subject only to Completion of the Facilities, then fee revenues collected from the Infrastructure Fee Component of the Fee within the Plan Area that would otherwise be paid to the Constructing Owner hereunder shall be held by the City in reserve for payment of the Fee Reimbursement pending Completion of the Facilities up to the amount of the Fee Reimbursement then due hereunder.

As provided in the IFP, the Administration Fee Component of the Fees has priority with respect to distribution of any fees in the Village 1 Plan Area Fee Program Fund and must be satisfied before reimbursements are made from other components of the Plan Area Fee Program.

The obligation arising from this Agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only and solely from the Infrastructure Fee Component of the Fee deposited in the Plan Area Fee Program.

SECTION 8. <u>"TRUE UP" OF FEE REIMBURSEMENT</u>

Upon completion of the Facilities by the Constructing Owner and acceptance thereof by the City, the final determination of actual Eligible Hard Costs upon which the Fee Reimbursement amount is based shall be determined by the Administrator, in consultation with the City Engineer, based on documentation thereof provided by Constructing Owner to the Administrator's and City Engineer's reasonable satisfaction. For construction change orders to be given consideration for reimbursement, the Constructing Owner must:

- Present the change order request and estimated cost along with supporting information to the Administrator and City Engineer; and

- Fully document any work performed under a change order to verify all associated costs.

Failure to comply with any of these procedures may result in the ineligibility of the requested change order for such Fee Reimbursement.

To secure final Fee Reimbursement, Constructing Owner shall provide the following items to the Administrator and City Engineer in order for each to determine the actual Eligible Hard Costs and Eligible Soft Costs incurred by Constructing Owner for the Facilities that qualify for reimbursement:

(1) Copies of the original Construction Contract and any change orders that have been agreed to and approved in writing by the Constructing Owner, contractor, and the City. The portion of each change order associated with the Facilities must be itemized separately;

(2) Copies of all invoices, with unconditional lien releases, submitted by the contractor and suppliers;

(3) Copies of all checks issued by the Constructing Owner with related invoices indicated;

(4) A summary tabulation of all contractor and supplier invoices and Constructing Owner payments; and

(5) Prevailing Wage Certification, or documentation acceptable to the City Attorney of an exception to the applicability of prevailing wage.

If, when the final reconciliation of Total Eligible Costs for the Facilities is conducted by the Administrator, the actual Total Eligible Costs for the Facilities exceeds the amount of Fee Reimbursement initially provided hereunder, the Administrator shall review items (1) through (4) above and determine if the actual Total Eligible Costs will serve as the basis for determination of the amount of the Fee Reimbursement due or owed to the Constructing Owner should be increased above the amount described in **Exhibit C** of this Agreement. The Administrator, in consultation with the City Engineer, shall determine how much of the actual construction costs should be included in any increase to the Total Eligible Costs and **Exhibit C** shall be adjusted accordingly.

If the final reconciliation determines that Total Eligible Costs are less than the amount of Fee Reimbursement initially provided hereunder, the Administrator shall notify the Constructing Owner of such reduction of the Fee Reimbursement and **Exhibit C** shall be revised accordingly. If the amount of Fee Reimbursements converted to and applied as Fee Credits exceeds the final amount of Total Eligible Costs that supported such Fee Credits, then the Constructing Owner shall repay the amount of the Fee Reimbursement that was converted to and applied as Fee Credits in excess of the confirmed Total Eligible Costs within sixty (60) calendar days of receipt of notice from the Administrator of the amount to be repaid. As an alternative to repaying such amount in cash, if the Constructing Owner holds Fee Reimbursements pursuant to another Fee Reimbursement Agreement that are convertible to Fee Credits within the Constructing Owner's Property, the Constructing Owner may convert the Fee Reimbursements from such other Fee Reimbursement Agreement to Fee Credits and apply them against such repayment obligation. Failure to make such repayment within the aforementioned 60-day timeframe shall constitute a

default and a material breach of this Agreement.

In no event shall Fee Reimbursement exceed the amounts actually paid by Constructing Owner for Total Eligible Costs. Any determination by the Administrator and City Engineer under this Section shall be subject to the appeal rights set forth in Section 32 of this Agreement.

SECTION 9. APPLICATION OF FEE REIMBURSEMENT CONVERTED TO FEE CREDITS

The Fee Reimbursement may, at the Constructing Owner's option, be converted to Fee Credits for application against the Infrastructure Fee Component of the Fee in connection with development within the Constructing Owner's Property, subject to the following conditions:

A. If more than one Fee Reimbursement Agreement has been entered into with respect to development of a Constructing Owner's Property, any conversion of Fee Reimbursements to Fee Credits shall occur in the order of the Calendar-Year Priority for such Fee Reimbursements, beginning with the earliest Calendar-Year Priority Fee Reimbursements;

B. In any event, Fee Reimbursements converted to Fee Credits may not be assigned to, or applied against the Fee obligation associated with development of any Plan Area properties other than the Constructing Owner's Property, as depicted on **Exhibit B** to this Agreement, and subject to the provisions of Section 2 related to application of Fee Credits to other contiguous properties not exceeding five percent (5%) in area owned by the Constructing Owner.

C. Notwithstanding any provision to the contrary, Fee Reimbursements converted to Fee Credits may only be used to satisfy Plan Area obligations and not for any other purpose.

Subject to compliance with the foregoing conditions, Fee Reimbursements may be converted to Fee Credits at any time from and after the Effective Date of this Agreement. Any conversion of Fee Reimbursements to Fee Credits and the corresponding application of such converted Fee Credits against the Infrastructure Fee Component of the Fee shall be made in writing and delivered to the Administrator in the form attached hereto as **Exhibit D**. So long as the Constructing Owner is not in default of this Agreement at the time of its request, Fee Reimbursements may be converted to and applied as Fee Credits against the Infrastructure Fee Component of the Fee at any time from and after the Effective Date of this Agreement and such conversion is not dependent upon Completion of the Facilities.

The right to apply Fee Reimbursements as Fee Credits is limited hereunder to the Infrastructure Fee Component of the Fee and may not be applied against the Neighborhood Park Development Fee Component, the Neighborhood Park Land Acquisition Fee Component or the Administrative Fee Component of the Fee.

SECTION 10. DISCLOSURE REGARDING TIMING OF PAYMENT OF INFRASTRUCTURE FEES

As described in the IFP, the Fee will be collected before acceptance of the first final small lot map on any property identified in the Constructing Owner's DA. The Fee will be charged with each final small lot map, with 10 acres being the minimum quantity for each small lot map. The

10-acre minimum does not accumulate with or carryforward to future small lot maps.

SECTION 11. TRANSFER OF FEE REIMBURSEMENTS

Fee Reimbursements are personal to Constructing Owner and do not run with the Project that is generating such Fee Reimbursements. Provided the Constructing Owner has no outstanding monetary obligation to the City within the Project Area, Constructing Owner may, at its sole option and discretion, assign the rights to any Fee Reimbursements, including the right to convert such Fee Reimbursements to be applied as Fee Credits against the Infrastructure Fee Component of the Fee, to any other person or entity, including any developer or builder acquiring property within any portion of the Constructing Owner's Property, subject to the conditions and limitations herein regarding the application of such Fee Credits, including without limitation, the application thereof only for development within the Constructing Owner's Property. If Constructing Owner has an outstanding monetary obligation to the City as noted above, then the City may either require the monetary obligation to be met before transfer of the Fee Credit or apply any Fee Reimbursement or converted Fee Credit then owned by Constructing Owner against the obligation owed by Constructing Owner. Any assignment of the rights to Fee Reimbursements shall be made in writing and delivered to the Administrator in the form attached hereto as **Exhibit E**. Assigned Fee Credits carry the same priority the assignor had in the credits.

SECTION 12. FAILURE TO COMPLETE CONSTRUCTION.

Failure to complete work within the scope of this Agreement may affect the Calendar-Year Priority Status for the Fee Reimbursement hereunder, may result in termination of the Fee Reimbursements and termination of the right to apply any converted Fee Credits against the Infrastructure Fee Component of the Plan Area (in which case, absent the availability of any other Fee Credits, the full amount of the Infrastructure Fee Component of the Plan Area would be due as and when required by development of the Constructing Owner's Property), and may require repayment of any Fee Reimbursements paid or applied as Fee Credits, as deemed appropriate by the Administrator. In connection therewith, the Administrator may determine that the Constructing Owner shall not be entitled to further Fee Reimbursement or Fee Credits until completion of the Facilities as determined by approval of a resolution of the City Council accepting the improvements and authorizing the City Clerk to file a Notice of Completion with the Placer County Recorder. A change in the Calendar-Year Priority for any Fee Reimbursements will be evaluated from the previously determined Calendar-Year Priority to the date of completion, which may affect priority for Fee Reimbursement and priority for conversion to Fee Credits. Any determination by the Administrator and City Engineer to invoke the provisions of this Section shall be subject to the appeal rights set forth in Section 32 of this Agreement.

SECTION 13. INSPECTION

City and its authorized representatives shall, at all times have access to the construction site during construction of the Facilities and Constructing Owner shall furnish City with all reasonable information necessary for ascertaining full knowledge of the Facilities with respect to the progress, workmanship, and character of materials and equipment used and employed in the work.

Whenever the contractors retained by Constructing Owner vary the normal period during which work or any portion of it is carried out on each day, Constructing Owner shall give timely

notice to the City Engineer so that if he or she wishes, be present to observe the work in progress. If Constructing Owner fails to give such timely notice, any work done in the absence of the City representative will be subject to rejection. Constructing Owner shall give timely notice to the City Engineer in advance of backfilling or otherwise covering any part of the work so that the City's representative may observe the work before it is concealed.

Notwithstanding any provision to the contrary, all Facilities shall be subject to City inspection for compliance with City requirements prior to approval of a resolution of the City Council accepting the improvements and authorizing the City Clerk to file a Notice of Completion with the Placer County Recorder. Observation of the work or inspection by the City shall not relieve Constructing Owner or its sureties of full responsibility for defective materials or workmanship or any of its obligations to complete construction in accordance with the plans and specifications approved by the City Engineer.

SECTION 14. COMPLIANCE WITH PREVAILING WAGE LAWS

Unless otherwise authorized by City Charter, City ordinance, or applicable State statutory or common law, pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California (Labor Code Sections 1720 *et seq*. ("Prevailing Wage Laws")), all work shall be performed in compliance which the Prevailing Wage Laws and not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by the Constructing Owner or the Constructing Owner's contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed by the Constructing Owner with, and made available for inspection at the office of the City Clerk.

Constructing Owner shall require all contractors to register with the Department of Industrial Relations in accordance with Labor Code section 1725.5. Constructing Owner shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. No Fee Reimbursement or Fee Credit shall be permissible without full compliance with the Prevailing Wage Laws.

SECTION 15. INSURANCE

Constructing Owner shall require its contractor to carry and maintain for three (3) years after City Acceptance of the Facilities, such public liability, property damage and contractual liability, auto, Workers' Compensation, Builders' Risk Insurance and other insurance coverage as required by the City in accordance with the improvement plan specifications for the Facilities.

The contractor shall name the City as an additional insured. For any claims related to the Facilities, the contractor's general liability and automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

SECTION 16. ACCEPTANCE AND CONVEYANCE OF FACILITIES

Once Constructing Owner has completed construction of the Facilities and the Facilities, to include all associated easements and offers of dedication, provided that all liens, claims and encumbrances in connection with the Facilities have been released and the required warranty bond has been provided to the City, final inspection, all engineering submittals and administrative components of the project, to the satisfaction of the City Engineer shall recommend that the City Council approve a resolution accepting the improvements and authorizing the City Clerk to file a Notice of Completion with the Placer County Recorder. No acceptance shall be valid without the Constructing Owner conveying and vesting full, complete and clear title in said Facilities to the City at the time of acceptance.

SECTION 17. LIENS, CLAIMS, AND ENCUMBRANCES

Prior to the City's acceptance of any Facilities, Constructing Owner shall clear any and all liens, claims and encumbrances from said Facility as a condition of acceptance by the City.

SECTION 18. DELIVERY OF AS-BUILT PLANS AND SPECIFICATIONS

Prior to acceptance of the Facilities by City, Constructing Owner shall deliver to City copies of all as-built plans (if any), specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the Facilities described in this Agreement.

SECTION 19. INDEMNIFICATION

The Constructing Owner, by execution of this Agreement, specifically agrees to protect and assume the defense of, indemnify and hold harmless City and its elected representatives, officers, employees, agents and consultants (the "Indemnitees"), from and against all liabilities, actions, lawsuits, damages, claims, losses, or expenses of every type and description, including attorneys' and consultants' fees and expenses, (collectively, "Liabilities"), to which they may be subjected or put, by reason of or resulting from the design, construction, or installation of the Facilities, except to the extent the Liabilities arise from the sole negligence, or willful misconduct of City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the improvements by City, or if there is an applicable warranty, following the end of any applicable warranty period, the Constructing Owner shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence following acceptance of the Facilities.

SECTION 20. THIRD PARTY LIABILITY

City does not assume any liability, duty or obligation to Constructing Owner's contractors, subcontractors, agents or any person or entity not a party to this Agreement by execution or performance of this Agreement, and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

SECTION 21. WARRANTY

Constructing Owner hereby warrants the Facilities as to materials, design and workmanship and should any defect or failure of the Facilities, or any parts thereof, occur within a period of one

(1) year after final acceptance by City, or such other longer time duration that may be agreed to by separate agreement, Constructing Owner shall promptly cause the needed repairs to be made without any expense or cost to the City. Final acceptance shall be deemed to have occurred under this Agreement when the Facilities have been accepted resolution of City Council accepting the Facilities and directing the City Clerk to file a Notice of Completion with the Placer County Recorder. City shall provide written notification to Constructing Owner of final acceptance by the City.

City is hereby authorized to make repairs if Constructing Owner fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) calendar days after it is given written notice of such defect or failure. In case of emergency, where in the opinion of the City Engineer delay may cause serious hazard to the public or delaying the repairs may cause the damage to substantially increase, the necessary repairs may be made by the City without prior notice to Constructing Owner. All costs of the repair, if not paid by the Constructing Owner within twenty calendar days of notice from the Administrator to the Constructing Owner, shall be paid out of any Fee Reimbursement then otherwise payable to the Constructing Owner from the Infrastructure Fee Component of the Village 1 Plan Area Fee Program Fund. In the event available Fee Reimbursement otherwise payable to the Constructing Owner shall be insufficient to pay for the repair, the deficiency shall be paid out of _____. In no event shall the City be responsible for the cost of the repair within the warranty period. In all cases of defect or failure within the warranty period where the City has taken action in accordance with this paragraph, Constructing Owner shall promptly reimburse City and, if applicable, the _____shall fund the repair for any and all costs or expenses, direct or indirect, incurred by the City. The foregoing is in addition to, and shall not in any way limit or affect, the rights of the City to enforce the warranty obligations of Constructing Owner hereunder and to recover any and all costs thereof from the warranty bond posted thereby.

SECTION 22. <u>BINDING ON SUCCESSORS AND ASSIGNS</u>

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

SECTION 23. <u>ATTORNEY'S FEES</u>

If any suit, action or proceeding in law or equity (except for the dispute resolution process set forth herein) is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

SECTION 24. <u>AUTHORITY TO ENTER INTO AGREEMENT</u>

Constructing Owner and City certify that they have the authority and are legally empowered to enter into this Agreement on behalf of their entity and to bind their party to the performance of its obligations hereunder.

SECTION 25. NOTICES

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

(a) If to City:

City of Lincoln
Attn: Director of Support Services / Administrator 600 Sixth Street
Lincoln, CA 95648
Telephone: (916) 434-2400
Facsimile: (916) _____

With a copy to:

City of Lincoln Attn: CityEngineer 600 Sixth Street
Lincoln, CA 95648
Telephone: (916) 434-2400
Facsimile: (916) _____

(b) If to Constructing Owner:

[fill in notice information for Constructing Owner]

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

SECTION 26. NOTICE OF CONTRACTORS

Constructing Owner shall provide a copy of this Agreement to any contractors, subcontractors, or other parties performing work on the Facilities, prior to commencement of construction by said party.

SECTION 27. TERM

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

SECTION 28. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the

validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

SECTION 29. CONFLICTS

This agreement is intended to implement and be consistent with the requirements of the IFP. Therefore, in the event of any conflicts between the IFP and this Agreement, the requirements of the IFP shall prevail and control.

SECTION 30. EXHIBITS

The Exhibits attached hereto are hereby incorporated herein by this reference.

SECTION 31. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.

SECTION 32. RIGHT OF APPEAL

Constructing Owner may appeal any final determination by the Administrator and/or City Engineer to the City Manager and thereafter to the City Council pursuant to the provisions of Lincoln Municipal Code section_____. Prior to submitting the matter to the City Council, the City Manager may, in his/her discretion, elect to engage the services of a mediator to attempt to mediate the dispute in a non-binding fashion, not to exceed a total of thirty (30) calendar days. Any decision of the City Council shall be final with no right of further appeal or action thereafter.

SECTION 33. EFFECTIVE DATE

The City's execution of this Agreement shall be contingent upon confirmation by the Administrator, in consultation with the City Engineer, that (i) a Construction Contract has been properly bid and entered into for construction of the Facilities, (ii) performance and payment bonds have been posted in form and amount required by the City, and (iii) a Notice to Proceed has been given to the contractor for the Facilities. The date of such execution by the City, based in part on the City's confirmation of the satisfaction of the foregoing conditions, shall be deemed to be the **"Effective Date"** of this Agreement. Upon execution of this Agreement by the City, the City shall insert the Effective Date in the Preamble to this Agreement and provide a copy of this fully executed and dated Agreement to Constructing Owner.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

CONSTRUCTING OWNER:

_____,
a _____

By: _____
Name:_____
Title: _____
Date: _____

CITY:

_____,
a _____

By: _____
Name:_____
Title: _____
Date: _____

ATTEST:

_____,
City Clerk

By: _____
Date: _____

APPROVED AS TO FORM:

_____,
City Attorney

By: _____
Date: _____

EXHIBIT A

IDENTIFICATION OF FACILITIES AND MAP

(Including Preliminary Engineer's Estimate of Facility Costs)

(to be attached)

EXHIBIT B

MAP OF CONSTRUCTING OWNER'S PROPERTY

(Within Which Fee Reimbursements May Be Applied as Fee Credits)

(to be attached)

EXHIBIT C

IDENTIFICATION OF FEE REIMBURSEMENT
VILLAGE 1 PLAN AREA FEE PROGRAM

[Insert Name of Constructing Owner Here] [List Facility Here]

Date of Agreement:_____, 20

Village 1 Plan Area Program Fee Reimbursements: $_____

EXHIBIT D

FORM OF CERTIFICATE OF CONVERSION OF PLAN AREA FEE REIMBURSEMENTS TO AND APPLICATION OF INFRASTRUCTURE PLAN AREA FEE CREDITS

The undersigned Constructing Owner, as the holder of certain Fee Reimbursements related to the Fee Reimbursement Agreement between Constructing Owner and the City of Lincoln, dated _____ (the "Agreement"), and with a Calendar-Year Priority of 20_, hereby elects to convert the Fee Reimbursements to Fee Credits and apply such converted Fee Reimbursements indicated below as a credit against the Infrastructure Fee Component of the Village 1 Plan Area Fee Program otherwise payable in connection with the recordation of a small- lot subdivision map for development of the property within the Village 1 Specific Plan Area described below:

Constructing Owner's Legal Name: _____

Project Name: _____

Subdivision Name: _____

Final Map Name and Date: _____

Village (or Units) and Lot Numbers: _____

Attach copy of Final Map with lot numbers visible.

Amount of Fee Reimbursements Converted to Fee Credits: $_____

Fee Reimbursement Balance Under Agreement Before Conversion: $_____

Fee Reimbursement Balance Under Agreement After Conversion: $_____

ACKNOWLEDGED: Administrator: _____

CONSTRUCTING OWNER:

_____,
a _____

By:_____
Name:_____
Title:_____
Date:_____

EXHIBIT E

FORM OF CERTIFICATE OF ASSIGNMENT AND
TRANSFER OF INFRASTRUCTURE FEE REIMBURSEMENTS

The undersigned Constructing Owner, as the holder of certain Fee Reimbursements related to the Fee Reimbursement Agreement between Constructing Owner and the City of Lincoln, dated _____(the "Agreement"), and with a Calendar-Year Priority of 20_, hereby assigns, transfers and conveys to the undersigned Assignee the amount of Fee Reimbursements as indicated below:

Constructing Owner's Legal Name:

_____

Assignee's Legal Name:

_____

Amount of Assigned Fee Reimbursements: $_____

Fee Reimbursement Balance Held by Constructing Owner under Agreement Before Assignment: $_____

Fee Reimbursement Balance Held by Constructing Owner under Agreement After Assignment: $_____

ACKNOWLEDGED: Administrator: _____

CONSTRUCTING OWNER:

By:_____

Name:_____

Title:_____

Date:_____

ASSIGNEE/HOME BUILDER:

By:_____

Name:_____

Title:_____

Date:_____

CONSTRUCTING OWNER CONTACT:

[*ADD CONTACT INFORMATION]*

ASSIGNEE/HOME BUILDER CONTACT:

[*ADD CONTACT INFORMATION]*

EXHIBIT I

(FORM DOCUMENT)

PLAN AREA FEE CREDIT TRANSFER AGREEMENT

THIS PLAN AREA FEE CREDIT TRANSFER AGREEMENT (herein, this "Plan Area Transfer Agreement') is entered into as of_____, 20 ____, by and between _____, a_____("Transferor") and _____, a_____ ("Transferee").

RECITALS

A. TRANSFEROR agrees to convey to TRANSFEREE certain Plan Area Fee Credits identified in Exhibit A, applicable to Plan Area projects included in the Lincoln Village 1 Infrastructure and Public Facilities Financing Plan ("Plan Area Credits").

B. Exhibit A is attached hereto and incorporated by reference.

C. TRANSFEROR and TRANSFEREE are executing and recording this Plan Area Transfer Agreement pursuant to Sections 4.3.5 of their respective development agreements.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRANSFEROR and TRANSFEREE agree as follows:

1. TRANSFEROR hereby assigns to TRANSFEREE all of TRANSFEROR's rights and obligations pertaining to Plan Area Credits as set forth in Exhibit A.

2. TRANSFEREE, its successors and assigns hereby expressly assume all such rights and obligations pertaining the Plan Area Credits as set forth in Exhibit A.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

4. This Transfer Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one agreement, binding on all parties, even though all parties, even though all parties are not signatory to the same counterpart. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of Placer County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Plan Area Transfer Agreement as of the date and year first-above written.

TRANSFEROR:

_____,
a _____

By: _____
Name:_____
Title: _____

TRANSFEREE:

_____,
a _____

By: _____
Name:_____
Title: _____

EXHIBIT A

PLAN AREA FEE CREDITS TRANSFERRED

PLAN AREA FEE CREDITS			
Infrastructure Fee	Neighborhood Park Development Fee	Neighborhood Park Land Acquisition Fee	Administration Fee
$ .00	$ .00	$ .00	$ .00

VERIFICATION

The City of Lincoln hereby verifies that the Plan Area Credits listed above are currently owned by TRANSFEREE and available for transfer to TRANSFEROR.

By: _____

Name: _____

Title: Director of Support Services

Date: _____

STAFF REPORT

Item Number 15.A

SUBJECT: Consideration of Proposed Lease Agreement with Lincoln Clay Arts Center for the Carnegie Library Building (Sean Scully)

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: October 13, 2026

STAFF RECOMMENDATION:

Consider adoption of a resolution authorizing the City Manager, or designee, to execute a lease agreement with Lincoln Clay Arts Center, Inc. ("LCAC") for use of the Carnegie Library building at 590 Fifth Street, subject to City Attorney approval as to form and completion of final, non-substantive revisions.

Alternatively, provide alternate direction on lease terms to staff.

BACKGROUND/INTRODUCTION:

The City owns the former Carnegie Library at 590 Fifth Street, Assessor's Parcel Number 008-171-010. The site contains approximately 7,929 square feet of land and a two-story building of approximately 2,600 square feet. Constructed in 1909, the Carnegie Library is a National Register historic structure and a defining downtown landmark. The building served as Lincoln's public library for more than a century before the library closed in 2011. A few years prior to closure (2007) the City and School district received a substantive grant for $11M from the State of California which along with local contributions from the City, WPUSD and Sierra College funded the full $16M cost of build. The primary administrative operations were then moved to the 12 bridges library location. Post Carnegie Library's closure, the City of Lincoln have struggled to find ways to reactivate the space and as such it has remained largely unused. Many ideas have been explored over the past 15 years including selling the property, leasing to private business, restarting library services, among many others.

The Carnegie Library's historic significance is closely tied to Lincoln's educational, civic, and clay-industry heritage. The building includes signature architectural terra cotta associated with Gladding, McBean and reflects the community's longstanding connection to clay, ceramics, and architectural materials.

LCAC was created specifically to assist the City in bringing the Carnegie Library back into productive public use as a clay arts center. Unlike an existing organization seeking a new location, LCAC's mission and operating plan are centered on adaptive reuse of this particular historic structure. LCAC proposes a community-serving center offering ceramics classes and

workshops, shared making space, artist studios, exhibitions, gallery programming, and partnerships with schools, nonprofits, civic organizations, businesses, artists, and community members.

On April 29, 2026, the City Council authorized a short-term lease to allow construction and installation of improvements needed to accommodate the proposed clay arts use. The proposed long-term lease would take effect after the building receives a temporary or permanent certificate of occupancy, or other applicable governmental approval for legal occupancy.

FINDINGS/ANALYSIS:

The proposed lease provides LCAC an initial 20-year term, with two five-year extension options, at nominal rent of $1 per year. The term is intended to provide the stability needed for LCAC to secure philanthropic support, complete startup activities, establish programming, and develop a financially sustainable operating model. In exchange, LCAC would operate the facility for public-benefit uses including clay arts instruction, workshops, artist studios, exhibitions, cultural programming, community events, and related educational activities.

The lease maintains City ownership and control of the Carnegie Library building and surrounding land, assigns responsibility for major building systems and City-funded improvements to the City, and requires LCAC to maintain its equipment, furnishings, programming, insurance, regulatory compliance, and operational activities. The agreement also includes objective performance standards, City inspection and records-review rights, insurance and indemnification requirements, default remedies, and City approval requirements for any future organizational sublease or transfer of the leasehold interest.

Key terms are the following:

Premises	The Carnegie Library building and nonexclusive pedestrian access rights; surrounding land and grounds remain under City control
Initial term	20 years following the Commencement Date
Extension options	Two additional five-year options, subject to no material uncured default
Commencement Date	One business day after issuance of a certificate of occupancy or other applicable approval for legal occupancy
Base rent	$1 per year
Permitted use	Clay arts instruction, workshops, studios, exhibits, gallery space, meetings, educational programs, community events, and related nonprofit activities consistent with LCAC’s mission
City ownership	City retains ownership of the building, land, City-funded improvements, and City-owned equipment

Building maintenance	City responsibility for major structural components, roof, foundation, exterior envelope, HVAC, main plumbing, electrical service, utility infrastructure, landscaping, drainage, and other major systems, except for damage caused by LCAC
LCAC maintenance	LCAC responsibility for its equipment, furnishings, supplies, personal property, program operations, internet, telephone, security monitoring, recycling, and hazardous-material disposal generated by its operations
Insurance	LCAC must maintain commercial general liability, workers' compensation and employers' liability coverage, and insurance for LCAC-owned property and equipment
Indemnification	LCAC indemnifies the City for claims arising from LCAC's use, occupancy, operations, and acts or omissions, except to the extent caused by the City
Assignment/sublease	City approval required for assignment or sublease to another commercial or nonprofit organization; however, routine artist studio, membership, workshop, instructional, gallery, and community-program agreements are permitted
City oversight	Annual inspection right, with reasonable notice; annual review of records reasonably related to lease compliance and reimbursements
Future public art park	Not included in the lease; any future public art park would may require separate funding, City approval, and a separate agreement

The proposed arrangement advances the City's objective of preserving and reactivating a prominent historic downtown asset while leveraging a nonprofit operating model to provide cultural, educational, and economic activity for the community.

The LCAC project would transform the Carnegie Library from an underutilized historic building into an active arts, education, and cultural resource. The organization's planned programming includes:

- Ceramics instruction for beginners, intermediate participants, and advanced potters;
- Workshops, lectures, seminars, and educational events;
- Shared clay-making and open-studio opportunities;
- Artist studio space for working artists;
- Exhibitions and gallery space for studio artists and invited artists;
- Community meetings, cultural discussions, and appropriate special events;
- Opportunities for youth and adult arts education;
- Partnerships with schools, colleges, nonprofits, civic organizations, and local businesses; and
- Programs celebrating Lincoln's clay, architectural terra cotta, public art, and local history.

LCAC's operating model relies principally on artist studio agreements, pottery classes, workshops, memberships, open-studio access, events, fundraising, grants, and charitable support. LCAC projects that its core operations can reach break-even by the end of its third year of operation. Its anticipated staffing model includes a Studio Manager and Studio Assistant, supported by volunteers.

The project summary identifies a target opening in 2027 following completion of renovations, equipment installation, fundraising, and operational startup activities. LCAC has advised that it continues to pursue startup funding, grant opportunities, philanthropic support, and partnerships needed to address early operating and equipment needs.

ENVIRONMENTAL REVIEW:

The Lease Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301, as the action involves leasing and operation of an existing public facility involving negligible or no expansion of use. The City Manager, or designee, is authorized to file a Notice of Exemption, if determined appropriate.

FISCAL IMPACT:

The proposed lease establishes nominal base rent of $1 per year in recognition of the public-purpose nature of the arrangement and the community benefits to be provided by LCAC.

The City will continue to bear costs assigned to it under the lease, including major building-system maintenance and repair, structural and infrastructure responsibilities, exterior grounds and landscaping, water and sewer service as specified in the lease, and utilities during the initial three-year startup period. Beginning in the fourth lease year, LCAC may be required to reimburse the City for electricity and natural gas if its annual financial condition meets the lease's financial test. Beginning in the tenth lease year, LCAC would assume responsibility for electricity and natural gas.

The exact fiscal impact will depend on actual building maintenance needs, utility consumption, future capital needs, and the final scope of City-funded improvements. Utility costs during the initial period for all four (4) utilities are likely to cost approximately $20,000. It is important to note that even without this lease the City would still be covering utility costs to this building albeit at lower levels when uninhabited. The proposed lease is intended to reduce the City's direct responsibility for day-to-day programming, staffing, equipment, and operating expenses while preserving City ownership and oversight of the historic facility.

ATTACHMENTS:

163 - Resolution Carnegie Library Lease Approval.docx

LCAC_Draft_20-Year_Lease_LCAC_Redline_2026-09-28_Updated.pdf

LCAC_Response_to_City_Lease_Comments_Revised (2).pdf

LCAC Project Summary 1 Page 10.1.26.pdf

LCAC Project Summary 8.22.pdf

RESOLUTION NO. 2026-163

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING A LEASE AGREEMENT WITH LINCOLN CLAY ARTS CENTER, INC. FOR THE FORMER CARNEGIE LIBRARY AT 590 FIFTH STREET AND AUTHORIZING EXECUTION OF THE LEASE

WHEREAS, the City of Lincoln ("City") owns the real property located at 590 Fifth Street, Lincoln, California, Assessor's Parcel Number 008-171-010, consisting of approximately 7,929 square feet of land and the former Lincoln Carnegie Library, a two-story National Register historic structure of approximately 2,600 square feet ("Building");

WHEREAS, Lincoln Clay Arts Center, Inc. ("LCAC") is a California nonprofit public benefit corporation formed to enrich the community through preservation and adaptive reuse of the historic Carnegie Library and through clay arts programs and services that foster creativity, learning, and community engagement;

WHEREAS, the City Council previously authorized a short-term lease on April 29, 2026, to facilitate construction and installation of improvements needed to accommodate clay arts, workshops, seminars, meetings, educational activities, and community events at the Building;

WHEREAS, the proposed Lease Agreement between the City and LCAC would provide for use of the Building at 590 Fifth Street, together with specified nonexclusive pedestrian access rights, while the City retains possession and control of the surrounding land and grounds;

WHEREAS, the proposed lease would authorize LCAC to operate art classes, lectures, workshops, artist studios, gallery and exhibit space, a gift shop, seminars, meetings, community programs, educational activities, special events, and other lawful activities consistent with LCAC's nonprofit mission, including low-cost and no-cost programs benefiting the local community;

WHEREAS, the proposed lease provides for an initial term of twenty years beginning one business day after issuance of a temporary or permanent certificate of occupancy, or other applicable governmental approval for legal use and occupancy, with two additional five-year extension options, subject to the lease terms;

WHEREAS, the proposed lease establishes base rent of one dollar per year in recognition of the public-purpose nature of the lease and the community benefits to be provided by LCAC;

WHEREAS, the proposed lease includes performance standards requiring LCAC, beginning after the first year of operation, to use commercially reasonable efforts to maintain an average of at least three occupied artist studios and offer at least three workshops per calendar month, with a notice, cure, and month-to-month conversion remedy if the standards are not satisfied;

WHEREAS, the proposed lease preserves City ownership of the Building, City-funded improvements, and City-owned equipment; assigns responsibility for major building systems, structural components, major utility infrastructure, exterior grounds, and landscaping to the City; and assigns responsibility for LCAC's programs, equipment, furnishings, internet, telephone, security-system monitoring, recycling, and hazardous-material disposal to LCAC;

WHEREAS, under the proposed lease, the City will pay for electricity and natural gas during the initial three years following the Commencement Date; beginning with the fourth Lease Year, LCAC may be required to reimburse the City for electricity and natural gas if the lease's annual financial-capacity test is met; and beginning with the tenth anniversary of the Commencement Date, LCAC will assume responsibility for electricity and natural gas regardless of the financial test;

WHEREAS, the City Council finds that leasing the Building to LCAC will advance public purposes by preserving and activating a historic City asset; increasing access to arts, cultural, educational, and community programming; supporting local artists; encouraging downtown activity; and leveraging nonprofit fundraising, volunteer, and programmatic capacity for the benefit of Lincoln residents; and

WHEREAS, the City Council has reviewed the proposed Lease Agreement and finds that approval is in the public interest.

NOW, THEREFORE BE IT RESOLVED:

Section 1. Findings

The foregoing recitals are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approval of Lease

The City Council approves the Lease Agreement between the City of Lincoln and Lincoln Clay Arts Center, Inc., substantially in the form presented to the City Council and attached as Exhibit A.

Section 3. Authorization to Execute

The City Manager, or designee, is authorized to execute the Lease Agreement on behalf of the City, following approval as to form by the City Attorney.

The City Manager, or designee, is further authorized to approve and execute non-substantive revisions, clarifications, corrections, exhibits, legal descriptions, site plans, and related documents necessary to effectuate the purpose and intent of this Resolution, provided that such changes do not materially increase the City's financial obligations or materially alter the business terms approved by the City Council.

Section 4. Lease Administration

The City Manager, or designee, is authorized to administer the Lease Agreement on behalf of the City, including implementation of the City's inspection, compliance-review, utility-reimbursement review, notice, and enforcement rights under the Lease.

Section 5. Conditions Precedent to Occupancy

The Lease shall commence in accordance with its terms only after the Building has received a temporary or permanent certificate of occupancy, or other applicable governmental approval for legal occupancy and use.

Section 6. Public Art Park

Nothing in this Resolution or the approved Lease authorizes construction, operation, or use of a public art park on the surrounding City-owned land. Any future public art park proposal shall require separate City approval, appropriate funding, design and permitting, and a separate written agreement establishing the respective responsibilities of the City and LCAC.

Section 7. Environmental Review

The City Council finds that approval of the Lease Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301, as the action involves leasing and operation of an existing public facility involving negligible or no expansion of use. The City Manager, or designee, is authorized to file a Notice of Exemption, if determined appropriate.

Section 8. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council on October 13, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

LEASE AGREEMENT

by and between

CITY OF LINCOLN, CA

as Lessor and

LINCOLN CLAY ARTS CENTER, INC.

as Lessee

For Premises Located At

590 Fifth Street, Lincoln, California 95648

Dated as of _____, 2027

DRAFT FOR NEGOTIATION — NOT FOR EXECUTION

REDLINE CONVENTION: Deleted text is shown in strikethrough; new text is underlined. This draft is for negotiation and legal review and is not intended for execution.

TABLE OF CONTENTS

LEASE AGREEMENT **1**
LINCOLN CLAY ARTS CENTER, INC. **1**
as Lessee 1
TABLE OF CONTENTS **1**

Update the Table of Contents prior to final execution.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this ____ day of _____, 2027.

BY AND BETWEEN	CITY OF LINCOLN, a body politic and corporate (the "Lessor" or "City"),
AND	LINCOLN CLAY ARTS CENTER, a California nonprofit public benefit corporation (the "Lessee")

RECITALS:

WHEREAS, this Lease is by and between the Lessor and Lessee and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between Lessor and Lessee;

WHEREAS, Lessor is the fee owner of certain real property located at 590 Fifth Street, Lincoln, California 95648, (APN 008-171-010) containing approximately 7,929 square feet of land (the "Land"), upon which is located the former Lincoln Carnegie Library, a two-story National Register structure of approximately 2,600 square feet (the "Building"); the Building, together with the rights of access expressly granted under this Lease, is referred to as the "Premises."

WHEREAS, Lesse is a California nonprofit public benefit corporation with a mission to enrich the community through preservation and adaptive reuse of Lincoln's historic Carnegie Library and programs and services focused on the clay arts that foster creativity, learning, and community engagement.

WHEREAS, the City has determined, based on applicable law and written findings of the City Attorney, that this transaction is authorized under the California Surplus Land Act and that any applicable exemption, exception, or other statutory requirement has been satisfied or is not applicable.

WHEREAS, on April 29, 2026, the Lincoln City Council authorized a short-term Lease for the construction and installation of improvements to the Building to accommodate programs for clay arts, workshops, seminars, meetings, educational activities, and community events consistent with Lessee's Mission.

WHEREAS, Lessee has provided Lessor a business plan describing its operating model, projected revenues and expenses, startup funding requirements, community benefits, and long-term sustainability strategy.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, and the foregoing recitals, each of which is deemed a contracted part hereof, Lessor and Lessee agree as follows:

1) LEASE SUMMARY

a) "Lessor": City of Lincoln, California, a California general law and municipal corporation

b) Lessor's Address for Notice: City Manager or Authorized Designee, City Hall, 600 Sixth Street, Lincoln CA 95648

c) "Lessee": Lincoln Clay Arts Center,California nonprofit public benefit corporation

d) Lessee's Address for Notice: 590 Fifth Street, Lincoln CA 95648

e) Premises: The Building located at 590 Fifth Street, Lincoln, CA 95648, together with the nonexclusive access rights described in this Lease. The land and grounds surrounding the Building are not leased to Lessee.

f) Permitted Uses: Subject to all applicable laws and this Lease, Lessee shall use and occupy the Premises for art classes, lectures, workshops, artist studios, gallery and exhibit space, a gift shop, seminars, meetings, community programs, educational activities, special events, and other lawful activities consistent with Lessee's Mission, including no-cost and/or low-cost programs that directly benefit the local community (collectively, the "Community Benefits").

g) Term: Twenty (20) years from Commencement Date.

h) "Commencement Date": One (1) business day following the date upon which a certificate of occupancy (whether temporary or permanent) or other applicable governmental approval for legal use and occupancy of the Premises is issued.

i) Extension Options: Two (2) additional five-year (5-year) extension options, exercisable by Lessee as provided below.

j) Base Rent: $1.00 per year.

k) Security Deposit: N/A

2) PREMISES

a) Lessor hereby leases the Premises to Lessee, and Lessee leases the Premises from Lessor, during the Term and on the terms and conditions of this Lease. The Land, except for the access rights expressly granted herein, remains under the possession and control of Lessor.

b) Lessee acknowledges its personal inspection of the Premises.

Except as expressly provided in this Lease, Lessor makes no representations concerning the condition of the Premises; provided, however, that Lessor shall perform building maintenance and other obligations expressly assigned to Lessor by this Lease and any separately approved improvement agreement. Lessee does not accept responsibility for latent structural or building-system conditions that are the responsibility of the Lessor under this Lease.

c) Lessor retains possession and control of the Land surrounding the Building. Lessor grants Lessee, its employees, contractors, instructors, students, members, guests, invitees, vendors, delivery personnel, and emergency responders a nonexclusive, fee-free right of pedestrian access across the Land as reasonably necessary to access the Building and conduct the Permitted Use. Additionally, Lessor also grants the Lessee permission to erect signage on the Land pertaining to the Permitted uses, subject to municipal signage regulations and policies and the prior review and consent of the Lessor, the consent of which shall not be unreasonably withheld. The parties acknowledge that there is no on-site parking area, designated loading area, or designated trash receptacle area included in the Premises. This Lease does not grant Lessee an exclusive parking or loading right. Lessor shall not unreasonably interfere with Lessee's access to the Building.

d) Lessor shall remain responsible for ordinary maintenance of the Building, exterior grounds, landscaping, irrigation, site drainage, and other City-controlled site improvements serving the Building since the Land is not included in the Premises, except as otherwise provided in a future written agreement concerning a possible Public Art Park.

3) LEASE TERM AND COMMENCEMENT DATE

a) Term: The "Term" of the Lease is twenty (20) years from the Commencement Date, together with any exercised Extension Options. Within thirty (30) days after the Commencement Date, the parties shall confirm in writing the exact Commencement Date and expiration date.

b) Operational Performance Standard and Special Remedy: Beginning on the first anniversary of the Commencement Date and continuing thereafter, Lessee shall use commercially reasonable efforts to maintain, measured over each preceding twelve (12)-month period, an average of at least three (3) occupied artist studios and to offer at least three (3) workshops per calendar month. For purposes of this provision, an artist studio shall be considered occupied if it is subject to a current written studio agreement with an individual artist. A workshop shall be considered offered if it is scheduled and made available to the public or to members, whether or not fully enrolled. A temporary vacancy resulting from ordinary artist turnover, or a temporary interruption caused by construction, casualty, force majeure, staffing transition, safety concerns, public-health requirements, or other circumstances beyond Lessee's reasonable control, shall be considered in determining whether a failure to meet the

standard constitutes a default. If Lessee fails to meet the performance standard for the applicable twelve (12)-month period, Lessor may give written notice describing the deficiency, and Lessee shall have ninety (90) days after receipt of such notice to commence and diligently pursue a cure. If the deficiency is not cured within a reasonable period after the expiration of the ninety (90)-day cure period, notwithstanding Lessee's diligent efforts, Lessor may elect to convert the Lease to a month-to-month tenancy by written notice. Following such conversion, either party may terminate the month-to-month tenancy upon ninety (90) days' prior written notice to the other party. This special remedy shall be the exclusive remedy for failure to satisfy the performance standard and shall not limit any other termination rights expressly provided elsewhere in this Lease for casualty, condemnation, governmental action, material uncured default, or other circumstances expressly addressed by this Lease.

c) Extension Option Periods: Provided Lessee is not in material uncured default under this Lease, Lessee shall have two (2) options to extend the Lease for additional five-year periods. Each option shall be exercised by written notice to Lessor not more than three hundred sixty-five (365) days before and not less than one hundred eighty (180) days before expiration of the then-current Term. During each extension period, all terms and conditions of this Lease shall continue to apply unless otherwise agreed in writing.

4) LEASE CONSIDERATIONS

a) In consideration of the nominal rent and public-purpose nature of this Lease, Lessee agrees as follows:

i) Lessee shall use the Premises for the Permitted Uses and Community Benefits described in this Lease and Exhibit B. The Permitted Uses are intended to provide reasonable operational flexibility. Lessee may add or modify programs and services consistent with Lessee's Mission without prior City approval, except where a material change in the nature of the use requires governmental approval under applicable law.

ii) Lessee shall be responsible for the costs expressly assigned to Lessee under this Lease, including operation of its programs, maintenance of its equipment and personal property, internet, telephone, security-system monitoring, recycling, and disposal of hazardous materials generated by Lessee's operations.

b) Performance Obligation: Lessee shall perform all obligations required by this Lease, including those contained in the exhibits to this Lease.

c) City-Funded Building Improvements: The parties acknowledge that Lessor is funding and/or performing the principal building improvements and installation of certain equipment necessary to establish the Lincoln Clay Arts Center, as separately approved by the City. Unless otherwise agreed in writing, such

improvements and City-funded equipment shall remain the property of Lessor. Lessor shall be responsible for the maintenance, repair, and replacement of such City-owned building improvements and equipment to the extent assigned to Lessor under this Lease.

d) Lessor Oversight: Lessor may perform an annual inspection of the Premises upon reasonable advance notice, except in an emergency. Lessor may review Lessee's accounts and records reasonably related to compliance with this Lease and any reimbursement provision, not more than once annually absent reasonable cause. Any review shall be conducted during normal business hours and shall protect confidential donor, student, personnel, and legally privileged information to the extent permitted by law.

e) Public Art Park: Lessee intends to pursue, as a future phase of its Mission, the development of a public art park on portions of the Land surrounding the Building. The Public Art Park is not included in the Premises leased under this Lease. Any Public Art Park development shall be subject to securing sufficient funding, completion of appropriate design and permitting, and approval by the City of Lincoln. If the City of Lincoln approves development of the Public Art Park, the parties shall enter into a separate written agreement addressing the scope, funding, construction, use, scheduling, maintenance, security, insurance, and other operational responsibilities for the Public Art Park.

f) Donor Recognition and Naming Rights: Lessee may solicit and accept gifts intended to establish a permanent endowment or strengthen its endowment and may offer donor recognition or naming opportunities for appropriate rooms, spaces, programs, including the legal name of the Lessee or other elements of the Premises, subject to any approval required by law or City policy. Any naming or donor-recognition agreement shall not extend beyond the then-current Term of this Lease, including any exercised Extension Option, and shall automatically terminate upon expiration or earlier termination of this Lease unless otherwise agreed in writing by the parties. Nothing in this provision conveys ownership of the Building or any City property to a donor.

5) USES; APPLICABLE LAWS

a) ~~Permitted Uses:~~Revenue and Utility Reimbursement: No portion of Lessee's ordinary program, membership, rental, workshop, fundraising, grant, donor, or other revenue shall be payable to Lessor merely because it exceeds Lessee's operating expenses. Lessee shall use ~~and occupy the Premises~~revenues in furtherance of Lessee's Mission, including reasonable operating reserves, capital reserves, fundraising and endowment objectives, and other lawful charitable purposes. During the first three (3) years following the Commencement Date, Lessor shall bear the cost of electricity and natural gas serving the Building and water as provided in Section 8. Beginning with the fourth Lease Year, Lessee's obligation to reimburse Lessor for ~~the Permitted Uses and Community Benefits described~~electricity and natural gas

shall be determined annually based on Lessee's financial ability to pay such costs from core operations, as provided in Section 8. Beginning with the tenth (10th) anniversary of the Commencement Date, Lessee shall be responsible for electricity and natural gas regardless of the annual financial test. Nothing in this ~~Lease and Exhibit B, and for other lawful purposes incidental or reasonably related to Lessee's Mission. Lessee shall comply with~~provision requires reimbursement merely because Lessee's revenues exceed expenses; the applicable ~~laws and generally applicable City rules and regulations. City rules adopted after the Commencement Date shall not materially interfere with the Permitted Use or materially increase Lessee's obligations under this Lease without mutual written agreement, except~~financial test shall be determined as ~~required by law.~~provided in Section 8.

b) Permitted Program Agreements: Lessee may, without prior City approval, enter into ordinary-course agreements, licenses, memberships, rentals, or other arrangements for: (a) artist studio space; (b) memberships and open-studio access; (c) classes, workshops, lectures and educational programs; (d) gallery and exhibition participation; (e) ~~facility rentals for private or public events~~; (f) instructor and artist agreements; (g) nonprofit or community-partner programming; and (h) similar activities consistent with Lessee's Mission. Such arrangements shall not be deemed prohibited subleases or transfers of this Lease.

c) Revenue and Utility Reimbursement: No portion of Lessee's ordinary program, membership, rental, workshop, fundraising, grant, donor, or other revenue shall be payable to Lessor merely because it exceeds Lessee's operating expenses. Lessee shall use revenues in furtherance of Lessee's Mission, including reasonable operating reserves, capital reserves, fundraising and endowment objectives, and other lawful charitable purposes. Following the conclusion of the fourth Lease Year, and annually thereafter, the parties shall meet in good faith to review Lessee's financial condition, annual operating results, reserve levels, fundraising needs, and actual utility costs, including the incremental electricity costs reasonably attributable to kiln operations. If Lessee determines that its financial condition reasonably permits, Lessee may offer to reimburse Lessor for a mutually agreed portion of extraordinary utility costs or other specifically identified City costs directly attributable to Lessee's operations. Any such reimbursement shall be established by a written agreement and shall not become due solely by reason of revenues exceeding expenses. Restricted grants, capital campaign contributions, donor-restricted gifts, endowment contributions, insurance proceeds, and proceeds from the sale of Lessee assets shall not be treated as distributable revenue for purposes of this provision.

d) Compliance with Applicable Laws: The Premises, or any part thereof, shall not be used or permitted to be used for any activity that constitutes a nuisance. Lessee shall, at its sole cost and expense, conform to, and cause all persons using or occupying any part of the Premises that is under Lessee's control to comply with all applicable laws and rules and regulations governing the Premises that may be in effect from time to time applicable to the use of the Premises. Lessee hereby warrants and covenants that the operation of the

Premises shall not interfere with any functions of Lessor outside of the Premises. Furthermore, if any governmental license, certificate, approval, or permit, shall be required for the proper and lawful conduct of the Permitted Use in the Premises or any part thereof pursuant to any applicable law, Lessee, at its sole cost and expense, shall diligently and duly procure and thereafter maintain such licenses, certificates, approvals, permits during the Term hereof, and Lessee shall submit such licenses, certificates, approvals, permits (and all applications therefor) to Lessor for inspection promptly upon request. Lessor agrees to reasonably cooperate with Lessee, at no cost, expense or liability to Lessor, in connection with Lessee procuring all such licenses, certificates, approvals, permits. Lessee shall at all times during the Term hereof materially comply with the terms and conditions of each such license, certificate, approval, permit. In the event Lessee fails, for any or no reason whatsoever, to obtain any or all licenses, certificates, approvals, permits necessary for the operation of Lessee's operations at the Premises as required by this Lease, such failure shall not affect, reduce or diminish Lessee's obligations under this Lease. Lessee covenants and agrees to indemnify and hold Lessor and the Lessor Indemnitees (as hereinafter defined) harmless from any penalties, damages, or charges imposed for any violation of any and all applicable laws, licenses, certificates, approvals, permits, whether occasioned by neglect, omission, or willful act of Lessee or any person (other than Lessor, its officers, agents, employees, guests and invitees) by license, invitation, sublease, assignment or any other arrangement with Lessee.

6) RENT

a) Base Rent; Additional Rent.

i) Base Rent: Throughout the Term, Base Rent shall be $1.00 per year.

ii) Additional Rent: Lessee shall pay only those taxes, charges, fees, reimbursements, and other costs that this Lease expressly assigns to Lessee. No other rent, operating expense reimbursement, or charge shall be due from Lessee unless expressly provided in this Lease or later agreed in writing by the parties.

b) Late Payments: In the event Lessee fails to make timely payment of any Additional Rent, as defined above, and Lessor makes said payment on Lessee's behalf, Lessee shall make timely reimbursement to Lessor upon written request. In the event reimbursement is not made within ten (10) calendar days of Lessor's request, the unpaid amount shall bear interest from the date due until the date paid in full, at ten percent (10%) per annum, and shall constitute a Material Default hereunder if not paid within ten (10) days after the due date. The interest charge provided in this Section 6(b) may be waived by the City Manager of the City of Lincoln or authorized designee, whenever the City

Manager finds such late payment excusable, in his/her sole discretion, by reason of extenuating circumstances. Lessor shall not be obligated at any time during the term herein provided to notify Lessee of the accumulation of penalty charges.

c) No Single Net Lease; Allocation of Responsibilities: The parties acknowledge that this is a public-purpose lease of a City-owned National Register historic building to a nonprofit organization and is not intended to be a conventional single-net or absolute-net commercial lease. Each party shall bear the costs and perform the responsibilities expressly assigned to it under this Lease. If the Premises becomes unusable due to casualty, governmental action, or failure of a building system for which Lessor is responsible, the parties shall apply the repair, restoration, access, abatement, and termination provisions of this Lease.

7) TAXES AND ASSESSMENTS

a) Payment of Taxes: Lessee shall be responsible for any possessory interest taxes, personal property taxes, sales or use taxes, employment-related taxes, and other taxes imposed specifically upon Lessee, its operations, or its leasehold/possessory interest. Lessee shall not be responsible for taxes attributable solely to Lessor's ownership of the Land or Building, except to the extent imposed directly upon Lessee by applicable law. The parties acknowledge that the possessory interest created by this Lease may be subject to property taxation, and Lessee shall pay any such tax imposed upon its possessory interest before delinquency. This paragraph is intended to address California Revenue and Taxation Code section 107.6.

b) Indemnity: Lessee shall indemnify Lessor for taxes and assessments for which Lessee is expressly responsible under this Lease, including penalties and interest caused by Lessee's failure to timely pay such amounts. Lessee shall have the right to contest any such tax or assessment in good faith as provided by law.

c) Lessee's Right to Contest Taxes: Lessee shall have the right, at its own expense, to contest the amount or validity of any Taxes by appropriate proceedings diligently conducted in good faith which shall operate to prevent the collection of any Taxes so contested or the sale of the Premises or any part thereof to satisfy the same. Pending final judgment and appeals of any such legal proceedings, Lessor shall not have the right to pay, remove, or discharge any Taxes thereby contested, provided that Lessee shall protect Lessor and the Premises from any lien by adequate surety bond or other security deemed appropriate by Lessor.

d) ~~Proration of Taxes:~~Provision of Utilities: During the first three (3) years

following the Commencement Date, Lessor shall provide and pay for ordinary utility services serving the Building, including electricity and natural gas, and water as provided below. Beginning with the fourth Lease Year, Lessee shall reimburse Lessor for electricity and natural gas only if, based on an annual review of Lessee's financial condition and operating results, Lessee has sufficient unrestricted funds generated from core operations to reasonably pay those utility costs. For purposes of this determination, core operating funds shall be determined from Lessee's unrestricted operating revenues less ordinary operating expenses, excluding capital expenditures, depreciation, restricted grants and other restricted funds, and extraordinary nonrecurring receipts or expenditures. The annual determination shall be based on the preceding twelve (12)-month period and actual utility costs for that period. If ~~any tax~~the financial test establishes that Lessee has the ability to pay, reimbursement shall be mandatory and shall be due within thirty (30) days after receipt of Lessor's invoice. Failure to make a required reimbursement when due shall constitute a non-curable breach, subject to Lessor's termination and other remedies expressly provided in this Lease. Beginning with the tenth (10th) anniversary of the Commencement Date, Lessee shall assume full responsibility for electricity and natural gas regardless of the annual financial test. Lessor shall remain responsible for maintaining and repairing the utility infrastructure serving the Building and for increased electrical service, utility-capacity upgrades, and utility upgrades required by future code changes, except to the extent caused by Lessee's negligent or ~~assessment for which~~willful conduct. Water shall remain the responsibility of Lessor because the existing water meter serves the Building landscaping, including Scout Hall Park, in addition to the Building, and Lessor is responsible for the landscaping. The parties shall address responsibility for water through a separate written agreement if and when the proposed Public Art Park is approved and developed. Lessee ~~is responsible is attributable~~shall pay for internet, telephone, security-system monitoring, recycling, and disposal of hazardous materials generated by Lessee. If technically and operationally feasible, the parties may also cooperate in establishing Wi-Fi service to ~~a period extending beyond the expiration or termination of the Lease, Lessee shall be responsible only for the portion attributable to the Lease Term.~~the Building through the City Hall tower. Lessor shall also remain responsible for ordinary sewer service serving the Building unless otherwise agreed in writing by the parties.

8) UTILITIES

a) Provision of Utilities: During the Term, Lessor shall provide and pay for ordinary utility services serving the Building, including electricity, natural gas, water, sewer, and other primary utility services customarily serving the Building. Lessor shall be responsible for maintaining and repairing the utility infrastructure serving the Building. Lessee shall pay for internet, telephone, security-system monitoring, recycling, and disposal of hazardous materials generated by Lessee. Lessor shall be responsible for increased electrical service, utility-capacity upgrades, and utility upgrades required by future code changes, except to the extent caused by Lessee's negligent or willful conduct.

b) Ownership: As between Lessor and Lessee, utility infrastructure serving the Building that is owned by Lessor shall remain Lessor's property. Utility facilities owned by a public utility or other third party shall remain the

property of that utility or third party.

9) OPERATING EXPENSES AND MAINTENANCE AND REPAIR

a) Lessor Responsibilities: Lessor shall be responsible for the maintenance, repair, and replacement of major building systems, structural and support elements, and infrastructure serving the Building, including the roof, foundation, exterior envelope, HVAC systems, main plumbing systems, main electrical service, sewer and water infrastructure, and other major building systems. Lessor shall also maintain the exterior grounds and landscaping on the Land, except as otherwise provided in a future Public Art Park agreement. Lessor shall remain responsible for increased electrical service and utility upgrades required by future code changes. Lessor may recover from Lessee the reasonable cost of repair only to the extent a repair is directly caused by Lessee's negligence or willful misconduct.

b) Lessee's Responsibility: Lessee shall operate its programs in accordance with this Lease and shall maintain, repair, and replace its own equipment, furniture, supplies, personal property, and other items owned by Lessee. Lessee shall promptly notify Lessor of any material defect or condition requiring repair for which Lessor is responsible. Lessee shall not be responsible for ordinary wear and tear or for latent defects or failures of building systems for which Lessor is responsible.

c) Waste: Lessee shall not commit or permit waste upon the Premises and shall comply with all applicable requirements concerning disposal of waste and byproducts. Lessee shall be responsible for recycling and for disposal of hazardous materials that may be generated by Lessee's operations.

10) LIENS

a) General: Lessee hereby covenants to keep the Premises and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessee's acts or omissions and/or created by the performance of any labor or furnishing of any material, supplies, or equipment contemplated hereunder. Lessee further agrees to hold Lessor and the Premises and all parts thereof free and harmless from any such Lessee-created liens, claims, or demands, and any and all costs, damages or liability in connection therewith, together with reasonable attorney's fees and all Actual Cost and expenses incurred by Lessor in negotiating, settling, defending, and otherwise protecting the Premises or any part thereof against such liens, claims or demands.

b) Mechanics' and other Liens: Upon the Commencement Date

and continuing throughout the Term, Lessee shall not permit any mechanic's, materialmen's, contractor's, sub-contractor or other lien, arising out of the performance of the Lease, to stand against the Premises, or any part thereof. If any such lien shall be filed against the Premises, Lessee shall cause the same to be discharged within ten (10) days after actual notice of such filing, by payment, deposit, or bond. If Lessee fails to discharge any such lien, Lessor may, but shall not be obligated to, discharge the same, and any amount so paid or deposited by Lessor and all costs and expenses incurred by Lessor, including reasonable attorney's fees, shall become immediately due and payable by Lessee to Lessor, together with interest thereon computed at the rate of seven percent (7%) per annum. If Lessee desires to contest any such lien, Lessee shall notify Lessor in writing of Lessee's intention to do so within ten (10) days after the filing of and service upon Lessee of such lien, or lose the right to contest. In such case, provided that Lessee shall furnish the bond required by California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such lien), Lessee shall not be in default until five days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge any such lien to the extent held valid, but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereto, and such delay shall be a material default of Lessee hereunder. In the event of any such contest, Lessee shall defend, protect, hold harmless, and indemnify Lessor against all loss, costs, expense and damage, including reasonable attorney's fees and costs, resulting therefrom.

11) INDEMNIFICATION AND INSURANCE

a) Indemnification: Except for loss or damage arising from the negligence, gross negligence, willful misconduct, or other legally attributable fault of Lessor or a Lessor Indemnitee, Lessee shall indemnify, defend, and hold harmless Lessor and the Lessor Indemnitees from claims, damages, liabilities, costs, and reasonable attorneys' fees arising from Lessee's use or occupancy of the Premises, Lessee's operations, or the acts or omissions of Lessee or its agents, employees, contractors, students, invitees, or guests, to the extent caused by Lessee. Nothing in this provision requires Lessee to indemnify Lessor for Lessor's own negligence, willful misconduct, or violation of this Lease. The indemnity shall survive termination to the extent claims arise from events occurring during the Term.

b) Lessee's Insurance: Without limiting the Lessee's indemnification of Lessor and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessee shall provide and maintain at its own expense insurance coverage satisfying the requirements

specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Lessee pursuant to this Lease. The Lessor in no way warrants that the Required Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Lease.

c) Lessee also shall promptly notify Lessor of any third party claim or suit filed against Lessee which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Lessee and/or Lessor.

d) Evidence of Coverage and Notice to Lessor:

(i) Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this Lease.

(ii) Renewal Certificates shall be provided to Lessor not less than 10 days prior to Lessee's policy expiration dates. The Lessor reserves the right to obtain complete, certified copies of any required Lessee insurance policies at any time.

(iii) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Lessee identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand ($25,000.00) dollars, and list any Lessor required endorsement forms.

(iv) Neither the Lessor's failure to obtain, nor the Lessor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Lessee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(v) Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

Title: City Manager or Authorized Designee
LESSOR: CITY OF LINCOLN, CALIFORNIA
600 Sixth Street

Lincoln, CA 95648

e) Additional Insured Status and Scope of Coverage: Lessor and its elected officials, officers, employees, agents, and volunteers shall be named as additional insureds under Lessee's commercial general liability policy, but only with respect to liability arising from Lessee's acts, omissions, operations, or use of the Premises. Additional insured coverage shall not extend to liability arising solely from Lessor's own negligence, willful misconduct, or breach of this Lease.

f) Cancellation of or Changes in Insurance: Lessee shall provide evidence of renewal and any cancellation or material change in Required Insurance in accordance with the requirements of its insurer and applicable law. Failure to maintain Required Insurance shall constitute a material breach only after written notice and a reasonable opportunity to cure, except where immediate action is required by law or an actual lapse creates an immediate uninsured risk.

g) Failure to Maintain Insurance: Lessee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

h) Insurer Financial Ratings: Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Lessor, with an A.M. Best rating of not less than A:VD, unless otherwise approved by the Lessor.

i) Lessee's Insurance Shall be Primary: Lessee's liability insurance shall be primary and noncontributory solely with respect to claims arising from Lessee's acts, omissions, operations, or use of the Premises. Lessor's insurance or self-insurance shall not be required to respond before Lessee's coverage for such claims.

j) Waiver of Subrogation: To the extent commercially available and permitted by the applicable insurance policies, each party shall seek a waiver of subrogation in favor of the other for losses covered by the waiving party's insurance, except to the extent the loss arises from the other party's gross negligence or willful misconduct or the waiver is prohibited by law or the applicable insurance policy.

k) Deductibles and Self-Insured Retentions (SIRs): Lessee's policies shall not obligate the Lessor to pay any portion of any Lessee deductible or SIR. The Lessor retains the right to require Lessee to reduce or eliminate policy deductibles and SIRs as respects the Lessor, or to provide a bond guaranteeing Lessee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

l) Claims Made Coverage: If any part of the Required

Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Lessee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Lease expiration, termination or cancellation.

m) Application of Excess Liability Coverage: Lessee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

n) Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

o) Insurance Coverage Requirements: Lessee shall maintain commercial general liability insurance, workers' compensation and employers' liability insurance, and insurance covering Lessee's personal property, equipment, and business interruption, in amounts and forms reasonably acceptable to the parties and subject to review by Lessee's insurance broker and the City's risk-management representative.

p) General Liability insurance (written by ISO policy form): General Liability insurance shall be written on ISO CG 00 01 or equivalent and shall name the City of Lincoln as an additional insured solely as provided above.

General Aggregate: $2 million
Products/Completed Operations: $1 million
Personal & Advertising Injury: $1 million
Each Occurrence: $1 million

q) Workers Compensation and Employers' Liability: Lessee much maintain worker compensation and employer's liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident: $1 million
Disease - policy limit: $1 million
Disease - each employee: $1 million

r) Commercial Property Insurance. Lessee shall maintain insurance for Lessee's personal property, equipment, furniture, supplies, and other Lessee-owned property located at the Premises. Lessor shall maintain insurance or self-insurance for the City-owned Building and City-owned improvements consistent with the City's customary risk-management program. Lessee shall not be required to insure City-owned structural components or

building systems unless otherwise agreed in writing.

12) REPAIR AND RESTORATION

a) Notice of Damage to Premises: If the Premises is damaged or destroyed by fire or other casualty, Lessee shall promptly notify Lessor. The parties shall cooperate in securing the Building and evaluating the damage.

b) Damage by Covered Risk: If the Building is damaged by a covered casualty, Lessor shall be responsible for repairing and restoring the Building and City-owned improvements to substantially the condition existing immediately before the casualty, using available insurance proceeds and City funds as applicable. Lessee shall be responsible for restoring or replacing Lessee-owned equipment, personal property, supplies, and other Lessee-owned assets using applicable insurance proceeds.

c) Damage Not Covered: If the Building is substantially damaged by a risk not covered by available insurance and cannot reasonably be restored, either party may elect to terminate this Lease by written notice after consultation concerning the feasibility and cost of restoration. If the Building is rendered unusable for the Permitted Use for more than one hundred eighty (180) consecutive days due to casualty, either party may terminate upon thirty (30) days' written notice unless the parties agree in writing to extend the restoration period. Base Rent shall be abated for any period during which the Building is unusable for the Permitted Use due to a casualty not caused by Lessee.

d) Repairs to Building: Premises, or Improvements. Repairs and restoration of the Building and City-owned improvements shall be performed by or under the direction of Lessor. Repairs to Lessee-owned equipment and personal property shall be performed by Lessee. Each party shall use commercially reasonable efforts to complete its respective restoration obligations promptly and in accordance with applicable law.

e) Termination of Lease if Unable to Repair or Restore: If applicable law prevents restoration of the Building for the Permitted Use, or if the parties determine in good faith that restoration is not reasonably feasible, either party may terminate this Lease on sixty (60) days' written notice. Insurance proceeds attributable to City-owned property shall be paid as required by the applicable policy and law to Lessor; proceeds attributable to Lessee-owned property shall be paid to Lessee. Nothing in this provision transfers ownership of Lessee's assets to Lessor.

13) DEFAULT

a) Material Default: The occurrence of any of the following shall constitute a

material default and breach of this Lease (each an “Event of Default”):

i) Failure to Make Payment: A failure by Lessee to observe and make any payment of money to Lessor when such failure continues for thirty (30) days after the date such payment was due.

ii) Failure to Perform: A failure by Lessee to observe and perform any agreement, term, covenant or condition in this Lease applicable to Lessee (“Lessee’s Obligations”) when such failure continues for thirty (30) days after written notice thereof to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion, which in no event shall be more than sixty (60) days from receipt of the written notice described above.

iii) Transfer: Transferring Lessee’s interest in this Lease in violation of Section 16.

b) Temporary Closure: A temporary closure, suspension, or reduction of programs for fewer than one hundred twenty (120) consecutive days shall not constitute an Event of Default if caused by construction, casualty, force majeure, staffing transition, safety concerns, public-health requirements, or other circumstances beyond Lessee’s reasonable control. A material cessation of operations for more than one hundred twenty (120) consecutive days, other than for such circumstances, may constitute an Event of Default after written notice and opportunity to cure.

c) Remedies: If Lessee defaults under this Lease beyond any applicable grace or cure period, Lessor, without further notice to Lessee shall, in addition to any other remedies available by law or equity, have one or more of the following remedies at Lessor’s sole election:

i) Without barring later election of any other remedy and without terminating Lessee’s right to possession of the Premises, or any part thereof, Lessor may require strict performance of all covenants and obligations herein as the same shall accrue or become due, without terminating this Lease, and Lessor shall have the right of action therefor without awaiting the end of the Lease term.

ii) If Lessor obtains possession of the Premises under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (unless Lessee obtains relief under Section 1179 of that Code) or if Lessor, by written notice declares the Lease to be terminated

because of breach of this Lease, then Lessor may enter upon the Premises and remove any and all persons and or property whatsoever situated thereon, and place all or any portion of said property in storage for the account of and at the expense of Lessee and dispose of such property in accordance with applicable laws. Lessor shall be entitled to recover in one or more awards or judgment from Lessee:

(1) Any amount necessary to compensate Lessor for all the detriment caused by Lessee's failure to perform Lessee's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom. Such other amount shall include, but not be limited to, such expenses (including reasonable attorney's fees and expenses) as Lessor may have paid, assumed, or incurred in recovering possession of Premises, placing the Premises in good order and condition, preparing or altering Premises for reletting, and reletting the Premises during any part of time for which a rental concession, if any, had been given by Lessor.

(2) Lessor may, at Lessor's election, terminate this Lease by giving Lessee notice of termination. On the giving of the notice to Lessee, all Lessee's rights in the Premises and in the Building shall terminate. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have so declared in writing to Lessee, nor shall Lessor be deemed to have accepted or consented to an abandonment by Lessee by performing acts intended to maintain or preserve the Premises, making efforts to relet the Premises or appointing a receiver to protect Lessor's interest under this Lease. Promptly after notice of termination, Lessee shall surrender and vacate the Premises in a broom-clean condition, and Lessor may re-enter and take possession of the Premises and/or eject all parties in possession, some and not others, or eject none. Termination under this Section shall not relieve Lessee from any obligations under this Lease or from any claim for damages incurred or accruing against Lessee up to the date of termination. Lessee shall remain liable to Lessor for damages in an amount equal to the Rent that would have been owing by Lessee hereunder for the balance of the Term, had this Lease not been terminated, less the rental value of reletting of the Premises by Lessor subsequent to such termination, after deducting all of Lessor's expenses, if any, in connection with such recovery of possession or reletting.

(d) Subject to Lessee's and Lessor's rights to contest as provided elsewhere in this Lease, if, at any time during the Term of this Lease, Lessee fails, refuses, or neglects to do any of the things herein required to be done by the Lessee, Lessor shall have the right, but not the obligation, to do the same, but at the cost of and for the account of the Lessee; provided, however, that the Lessor shall in no case take such action until first giving the Lessee written notice of such failure, refusal, or neglect and allowing time periods, if any, as specified in this Lease, within which Lessee may commence a bona fide effort to cure the same.

(e) Equitable Relief: Nothing contained herein shall affect, change, or waive any rights of Lessor or Lessee to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, relating to actions for unlawful detainer, forcible entry, and forcible detainer.

(f) Cumulative Remedies: The remedies of Lessor as provided above are cumulative and in addition to, rather than exclusive of, any other remedy of Lessor herein given or that may be permitted by Law. Any lawful re-entry as provided for herein shall not make Lessor liable in damages or guilty of trespass because of any such lawful re-entry.

(g) Default by Lessor: Lessor shall not be in default unless Lessor fails to perform a material obligation under this Lease and fails to commence curing the default within thirty (30) business days after written notice from Lessee, or, if the default cannot reasonably be cured within that period, fails to commence a diligent cure within thirty (30) business days and thereafter diligently prosecute the cure to completion. Subject to applicable governmental immunities and law, Lessee may seek specific performance, injunctive or other equitable relief, reimbursement of reasonable documented costs directly caused by an uncured material default, or termination of this Lease following a material uncured default. Nothing in this provision waives any governmental immunity or statutory limitation applicable to Lessor.

(h) No Waiver of Legal Rights: Nothing in this Lease waives or limits either party's right to enforce the express terms of this Lease or to seek any remedy available under applicable law, subject to governmental immunities and other limitations imposed by law. The parties intend this provision to replace any broad covenant not to sue contained in prior drafts.

14) WAIVER OF CONDITIONS OR COVENANTS: Any waiver by Lessor of any breach or any one or more of the covenants, conditions, terms and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of Lessor to require

exact, full and complete compliance with any of the covenants, conditions, terms, and agreements of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement between Lessor and Lessee. No delay, failure, or omission of Lessor to re-enter the Premises or to exercise any right, power, privilege, or option, arising from any default shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. (c) No notice to Lessee shall be required to restore or revise “time is of the essence” after the waiver by Lessor of any default. No option, right, power, remedy, or privilege of Lessor shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the Lessor by this Lease shall be cumulative. Any waiver by the Lessor must be in writing to be effective.

15) EMINENT DOMAIN: If all or a material portion of the Premises is taken by eminent domain or other governmental action, the parties shall cooperate in good faith to protect their respective interests. Lessee shall be entitled, to the extent permitted by law, to seek an award for the value of Lessee’s leasehold interest, moving and relocation costs, loss of Lessee-owned personal property and equipment, and the unamortized value of Lessee-funded improvements for which compensation is legally available. Lessor shall be entitled to the award attributable to the City’s ownership interest and City-owned improvements. Neither party shall waive or impair the other party’s right to pursue a separate claim.

16) ASSIGNMENT/SUBLETTING

(a) No Assignment: Lessee shall not, without the prior written consent of Lessor (which consent shall not be unreasonably withheld, conditioned, or delayed), either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein (each a “Transfer”). An unauthorized assignment or transfer in violation of this Lease shall constitute an Event of Default, subject to the notice and cure provisions of this Lease.Any assignment must be to another non-profit or other eligible entity under Government Code section 26227. For purposes of this provision, the following acts of Lessee shall be considered an assignment requiring the prior written consent of Lessor to be effective:

i)Any disposition(s) that effectuates a change in the majority control of Lessee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Lease; and

ii) Subleases; Permitted Program or Use Agreements: Lessee may, without prior City approval, enter into ordinary-course artist studio agreements, memberships, licenses, rentals, instructor and artist agreements, class and workshop agreements, gallery and exhibition agreements, nonprofit or community-partner programming agreements, and similar arrangements consistent with Lessee's Mission and the Permitted Uses (collectively, "Permitted Program Agreements or Use Agreements"). Such arrangements shall not constitute a Transfer, Assignment, or Sublease under this Section, provided they do not purport to transfer Lessee's entire leasehold interest or otherwise violate this Lease. Artist studio agreements may provide a designated studio to an individual artist for the artist's exclusive use and shall include reasonable operating and participation requirements intended to keep the Center active and engaged with the community. Membership agreements may provide artists and other members with scheduled access to the lower-level workshop, subject to availability and the Center's operating rules. Neither an artist studio agreement nor a membership agreement is intended to constitute a sublease to another organization. Lessee shall not sublease, assign, or otherwise transfer exclusive possession of all or any material portion of the Premises to another commercial or nonprofit organization without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any ~~assumption, assignment, delegation, or takeover~~proposed sublease shall be consistent with Lessee's Mission, the Permitted Uses, and the public purpose of ~~any of the Lessee's duties, responsibilities, obligations, or performance of same hereunder by any entity other than the Lessee (whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism), with or without consideration, for any reason whatsoever.~~the Premises.

b) No Involuntary Assignment: Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, so that the same and the making by Lessee of any general assignment for the benefit of creditors; or the filing of a petition to have Lessee adjudicated a bankruptcy, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; or the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, when such seizure is not discharged within sixty (60) days, shall be a Material Default under this Lease.

c) Subleases; Permitted Program or Use Agreements: For purposes of this Section 16, Permitted Program Agreements or Use Agreements entered into by Lessee to carry out its Mission consistent with Permitted Uses shall not constitute a Transfer or Assignment. The term "Sublease" shall not include Permitted Program Agreements or Use Agreements. Lessee shall not assign or transfer this Lease without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any proposed assignment shall

be to a nonprofit or other legally eligible entity and shall be subject to applicable law. Permitted Program Agreements or Use Agreements may be entered into in the ordinary course without City approval, provided they do not purport to transfer Lessee's entire leasehold interest or otherwise violate this Lease. Lessee shall maintain reasonable records of such arrangements and may provide an annual summary to the City upon request.

17) NO ENCUMBRANCES

Lessee shall not have the right to mortgage, hypothecate, or encumber all or any portion of the Lessee's interest under the Lease.

18) LESSEE'S FIXTURES AND PERSONAL PROPERTY

a) Lessee may remove, at its own expense, during or at the expiration or termination of this Lease, all fixtures, equipment, furniture, supplies, artwork, records, computers, tools, kiln-related equipment, and other personal property owned by Lessee or acquired with Lessee funds or unrestricted donor funds (collectively, "LCAC Assets"), provided that Lessee repairs any material damage caused by removal. Lessor shall not have the right to require Lessee to surrender LCAC Assets to Lessor. City-funded equipment and improvements that are expressly identified as City property shall remain City property.

b) LCAC Assets shall remain the sole property of Lessee and shall not become City property merely because they are located in or affixed to the Premises. Any item expressly identified in writing as City-funded and City-owned shall remain the property of Lessor. The parties may maintain a mutually agreed inventory of City-owned equipment and LCAC Assets.

c) Any Lessor equipment, furniture, and personal property existing on the Premises as of the commencement date of this Lease shall remain the property of Lessor during and after the expiration of the Lease term. Lessor will be responsible for maintaining its own personal property.

19) HAZARDOUS SUBSTANCES

a) Definition: For purpose of this Lease, the term Hazardous Substances shall be deemed to include "hazardous substances" as defined in California Health and Safety Code Section 25316, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

b) Warranties, Representations, and Covenants: Lessee may use, store, and dispose of ordinary clay, ceramic materials, glazes, kiln materials, cleaning products, and other substances customarily used in professional

ceramic-arts operations, provided they are handled, stored, used, and disposed of in compliance with applicable laws, permits, manufacturer requirements, and accepted safety practices. Lessee shall not introduce or store materials outside the ordinary scope of the Permitted Use that require special regulatory treatment without first obtaining any required governmental approvals and providing reasonable notice to Lessor. Lessor shall be responsible for pre-existing environmental contamination or hazardous conditions existing before Lessee's occupancy, except to the extent caused or exacerbated by Lessee.

c) Notice: Lessee agrees to immediately notify Lessor when Hazardous Substances have been released on the Premises, upon becoming aware of the same.

d) Indemnity: Lessee shall indemnify, defend, and hold harmless Lessor from liability arising from a release of hazardous substances caused by Lessee's negligence, willful misconduct, or violation of applicable law. Lessor shall be responsible for pre-existing contamination except to the extent caused or exacerbated by Lessee.

e) Default:A material violation of this Section that remains uncured after notice and the applicable cure period may constitute an Event of Default.

20) SURRENDER OF THE PREMISES; HOLDING OVER: At the end of the Term, Lessee shall quit and surrender to Lessor the Premises vacant, broom-clean, and in good order and condition, ordinary wear and tear excepted. Lessee shall deliver to Lessor all keys and security cards to the Premises, whether such keys were furnished by Lessor or otherwise procured by Lessee, and shall inform Lessor of the combination of each lock, safe and vault, if any, in the Premises. If Lessee fails to vacate the Premises on the last day of the Term in the condition required hereunder, Lessor shall be entitled to re-enter without process and without notice (any notice to quit or of re-entry being expressly waived) using such force as may be reasonably necessary, and alternatively, shall have the benefit of all provisions of applicable law respecting the speedy recovery of possession of the Premises (whether by summary proceedings or otherwise) to the same extent as if statutory notice had been given. In addition to and not in limitation of the foregoing, occupancy subsequent to the last day of the Term ("Holdover Occupancy") shall be a tenancy at will. Holdover Occupancy shall be subject to all terms, covenants, and conditions of the Lease, and Base Rent during any authorized holdover period shall remain at the rate then applicable under this Lease, unless otherwise agreed in writing by the parties.

21) ADMINISTRATION: The City Manager or authorized designee shall have the authority to administer this Lease on behalf of the City of Lincoln.

22) ALTERATIONS: Lessee shall not make material structural or building-system alterations without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Consent shall be given or denied within thirty (30) days after receipt of a reasonably complete request. If Lessor does not respond within thirty (30) days, the request shall be deemed approved, provided the proposed work complies with applicable law and does not materially affect the structural integrity or major building systems of the Building. Lessor may require plans, permits, proof of insurance, and reasonable construction documentation. Ordinary installation or replacement of furniture, equipment, artwork, nonstructural fixtures, and similar items consistent with the Permitted Use shall not require prior City approval.

23) SECURITY: Lessee shall be responsible for reasonable security practices associated with its operations, including security-system monitoring. Lessor shall remain responsible for maintaining City-owned building security hardware installed as part of the building improvements, except for damage caused by Lessee. Nothing in this Lease creates a duty on Lessor to provide security services or protect persons or property from criminal acts, except as otherwise required by law.

24) LESSOR'S RIGHTS OF ACCESS: Upon at least two (2) business days' prior written notice, except in emergencies or as otherwise required by law, Lessor may enter the Premises to inspect, perform Lessor's obligations, address emergencies, or exercise rights expressly provided by this Lease. Lessor shall use reasonable efforts to minimize interference with Lessee's programs and shall coordinate access with Lessee when practicable. If Lessor's entry or work materially prevents use of the Premises for the Permitted Use for more than a brief period, the parties shall cooperate to minimize the impact and, where appropriate, consider temporary rent abatement or schedule adjustments.

25) NOTICES: Any notice under this Lease shall be in writing and delivered personally, by certified or registered U.S. mail, by recognized overnight courier, or by another method agreed by the parties that provides reasonable evidence of delivery. Notices to Lessor shall be addressed to the City Manager, City of Lincoln, 600 Sixth Street, Lincoln, California 95648. Notices to Lessee shall be addressed to Lincoln Clay Arts Center, 590 Fifth Street, Lincoln, California 95648, or to such other address designated by written notice.

26) GENERAL PROVISIONS:

a) Waiver: The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term,

covenant, or condition herein contained. All waivers must be in writing to be effective.

b) Marginal Headings: The Section titles in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

c) Time: Time is of the essence for this Lease and each and all of its provisions in which performance is a factor.

d) Recordation: Lessee may record this Lease or a memorandum of lease in the official records of Placer County without further consent from Lessor. The parties may execute a memorandum identifying the Premises, Term, Extension Options, and other customary recordable information while keeping the full Lease available as required by law.

e) Binding on Successors: Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessee, and whatever the context permits or requires, the successors in interest to the Lessor.

f) Prior Agreements: This Lease, together with its exhibits and any written agreements expressly incorporated by reference, contains the parties' agreement concerning the subject matter. Any amendment must be in writing and signed by authorized representatives of both parties.

g) Unavoidable Delay: Any prevention, delay, non-performance or stoppage due to any of the following causes shall excuse non-performance for a period equal to any such prevention, delay, non-performance or stoppage. The causes referred to above are: strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, Governmental restrictions or regulations or controls, casualties not contemplated by insurance provisions of this Lease, pandemic or other cause beyond the reasonable control of the party obligated to perform. This Section 26 shall not apply to any monetary obligation set forth in the Lease, and all such monetary obligations shall not be excused in the event of an Unavoidable Delay.

h) Severability: Any provision of this Lease that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

i) Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

j) Choice of Law and Forum: This Lease shall be governed by the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the courts of Placer County, California.

k) Interpretation: Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

l) Administration of Lessor Space: Lessor does not grant or delegate to Lessee hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to the Premises.

m) Conflict of Interest. No Lessor employee whose position in Lessor service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by Lessee herein, or have any other direct or indirect financial interest resulting from this Lease.

n) Solicitation of Consideration. It is improper for any Lessor Officer, employee or agent to solicit consideration, in any form, from a tenant with the implication, suggestion or statement that the tenant's provision of consideration may secure more favorable treatment for the tenant in the award of the lease or that the tenant's failure to provide such consideration may negatively affect Lessor's consideration of the tenant's submission. A tenant shall not offer to or give, either directly or through an intermediary, consideration, in any form, to a Lessor officer, employee or agent for the purpose of securing favorable treatment with respect to award of a lease. Lessee shall immediately report any attempt by a Lessor officer, employee or agent to solicit such improper consideration. The report shall be made either to the City Manager or such other appropriate City official or agency designated by the City. Failure to report such solicitation may result in the termination of this Lease.

o) Title: Lessee acknowledges that Lessor holds title to the Land and Building and agrees not to challenge Lessor’s title. Nothing in this provision limits Lessee’s right to enforce this Lease.

p) Relocation Assistance: Nothing in this Lease waives any relocation assistance or other statutory right to which Lessee may be entitled under nonwaivable applicable law. To the extent legally permissible, expiration of the Lease at the end of the agreed Term shall not itself create a relocation-assistance obligation.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth below.

LESSEE: LINCOLN CLAY ARTS CENTER

a California nonprofit public benefit corporation

By: _____

Title: Chief Executive Officer

Date:_____

LESSOR: CITY OF LINCOLN, CALIFORNIA

a body politic and corporate

By: _____

Title: City Manager or Authorized Designee

Date: _____

APPROVED AS TO
FORM:

City Attorney

EXHIBIT A — SITE PLAN AND LEGAL DESCRIPTION

The final Exhibit A shall include the legal description of the Land and a site plan showing the footprint of the Building provided by the City of Lincoln. The parties acknowledge that the Premises leased under this Lease consists of the Building, together with the access rights expressly granted in the Lease; the surrounding Land and grounds are not leased to Lessee.

EXHIBIT B — COMMUNITY BENEFITS

The Lincoln Clay Arts Center (LCAC) shall operate the Premises as a community-oriented arts and cultural facility. Community Benefits are intended to remain flexible and may evolve with community needs, available resources, and Lessee’s Mission. They include, but are not limited to:

• Affordable and/or no-cost clay and ceramic arts classes, workshops, lectures, and educational programs, subject to securing donor funds.

• Opportunities for emerging and established artists to access affordable studio and workspace resources.

• Public exhibitions, educational displays, and programs relating to clay arts, local history, and the heritage of Lincoln.

• Youth and adult education and opportunities for creative skill development.

• Community meetings, seminars, cultural discussions, and appropriate public or private events.

• Support for local artists and opportunities for artists to share knowledge, techniques, and creative practices.

• Volunteer opportunities and partnerships with schools, colleges, nonprofits, civic organizations, and other community institutions.

• Activities that contribute to the revitalization of downtown Lincoln and the preservation and adaptive reuse of the historic Carnegie Library.

The parties acknowledge that LCAC may pursue development of a future Public Art Park on the Land surrounding the Building. The Art Park is not part of the Premises under this Lease and may proceed only after funding is secured and the Lincoln City Council approves the project. A separate agreement will govern any approved Art Park development, use, maintenance, security, insurance, and operations.

LCAC Carnegie Library Lease
Response to City Comments

Background and Context

LCAC was established for the sole purpose of reactivating the Carnegie Library, a cherished Lincoln landmark that has been closed to the public since 2011. The AMS Feasibility Study identified a clay arts center as the most financially feasible option for reuse of the building. LCAC's objective is to work with the City to bring the building back into productive public use while creating a sustainable arts and cultural resource for the community.

LCAC is a newly formed nonprofit, not a long-standing organization in search of a new facility. It was established specifically to assist the City in realizing a long-standing revitalization goal for downtown Lincoln. If the project does not move forward, LCAC would not have another facility or program to which the organization could readily redirect its resources.

LCAC's core business model—private artist studios, pottery classes, and open studio sessions for members and walk-ins—is projected to reach break-even by the end of the third year of operation. A key element of that plan is a core professional staff consisting of a Studio Manager and Studio Assistant, supported by community volunteers.

Current Startup Challenges

- Completing the building improvements in a timely manner within the available funding. Since permits were only recently received, the Center's opening is now likely to move from the first quarter to the second quarter of 2027.
- Securing funding for the additional equipment and services needed to open for business (the "Unfunded Startup Costs").
- Securing funding to staff the Center in advance of opening. Without professional staff, LCAC would need to rely much more heavily on volunteers, which would be difficult given the Center's planned hours of operation and the specialized experience required.
- LCAC's Business Plan forecasts a startup funding shortfall of approximately $120,000 over the first three years of operation, with the largest shortfall occurring during the first year.
- LCAC Board members are actively pursuing startup funding and have met with community foundations, state and local elected officials, and other nonprofit organizations. LCAC has also submitted grant applications to various foundations. Startup funding is particularly challenging for a newly formed nonprofit without an established operating history.

Proposed Lease Approach

The proposed lease is intended to provide LCAC with sufficient long-term certainty to secure funding, establish the Center, and develop a sustainable operating model, while also providing the City with reasonable protections if the project does not perform as contemplated.

The proposed lease provides a 20-year initial term with two five-year extension options. This long-term structure is important to LCAC's ability to establish a permanent community asset and

cultivate long-term and legacy support. At the same time, LCAC is willing to incorporate objective performance standards and other provisions that address the City's concerns regarding project viability.

Responses to Issues Raised by the City

1. Lease Term and Mutual Protection

LCAC understands the City's desire for a mechanism that would allow either party to address an extraordinary circumstance or a situation in which the project is no longer operating as contemplated. At the same time, an unrestricted termination-for-convenience provision would make it difficult for LCAC to secure multi-year funding commitments and long-term support.

To balance these interests, LCAC proposes that the lease establish objective performance standards beginning in the second year of operation. The standards would be tied directly to LCAC's core business model and would provide the City with a measurable basis for action if the Center is not being operated as contemplated.

Specifically, LCAC proposes that, beginning in the second year of operation, the Center be required to maintain, on average over the preceding twelve-month period, at least three occupied artist studios and offer at least three workshops per month. If LCAC fails to meet these standards, the City could provide written notice identifying the deficiency and allow LCAC a reasonable period to cure it. If the deficiency is not cured, the lease could convert to a month-to-month arrangement, with the City then having the right to terminate upon 90 days' written notice.

This approach gives the City a meaningful protection if the Center is not performing as contemplated, while avoiding an unrestricted termination right that could undermine LCAC's ability to secure long-term funding and establish the Center.

2. Utilities

LCAC understands the City's recently adopted policy that nonprofit organizations with exclusive use of City-owned facilities generally are responsible for utilities. LCAC is therefore proposing a phased approach that recognizes the Center's significant startup costs while establishing a clear path toward full responsibility for utilities.

Under LCAC's proposal, the City would provide utilities (electricity, gas and water*) during the first three years of operation. Beginning in the fourth year, LCAC's obligation to reimburse the City for the cost of electricity and gas would be subject to an annual financial test to determine whether sufficient funds from core operations are available to cover the utility costs.

If the annual test establishes that LCAC has the ability to pay, reimbursement would be mandatory and due within 30 days of receipt of the City's invoice. Nonpayment would constitute a non-curable breach, subject to the termination provisions of the lease.

Beginning with the tenth anniversary of the lease, LCAC would assume full responsibility for utilities regardless of the annual financial test. This provides LCAC with needed assistance during the critical

startup period while establishing a definite transition to the City's standard expectation that the nonprofit occupant ultimately bears the cost of utilities.

LCAC would also appreciate the opportunity to explore the City's possible provision of Wi-Fi service through the City Hall tower, if technically and operationally feasible.

3. Subletting

LCAC agrees with the City's concern that any future sublease to another organization should be subject to City approval to ensure that the public benefit and civic purpose of the facility remain consistent with the original concept.

The existing subletting language was intended to allow LCAC to operate its normal programs without obtaining City approval for each individual artist or member arrangement. LCAC's Business Plan does not rely on revenue from subleasing the facility to other organizations.

LCAC therefore proposes language clarifying that it may enter into artist studio agreements and membership agreements in the ordinary course of operating the Center, but may not sublease or otherwise transfer occupancy of the premises to another commercial or nonprofit organization without the City's prior written consent.

Artist studio agreements will allocate designated studio space to individual artists for their exclusive use and will include operating and participation requirements designed to keep the Center active and engaged with the community. Membership agreements will provide artists and other members with scheduled access to the lower-level workshop, subject to availability. Neither arrangement is intended to constitute a sublease to another organization.

Conclusion

LCAC believes these proposed modifications address the City's concerns while preserving the long-term stability necessary to make the Carnegie Library project successful. They provide the City with objective performance protections, a defined transition toward full responsibility for utilities, and approval rights over any future subleasing, while allowing LCAC to operate the Center's core programs without unnecessary administrative barriers.

* The water meter serves the property landscaping including Scout Hall Park in addition to the building, Given that the City is responsible for the landscaping, LCAC is requesting that the City be responsible for water until such time as LCAC enters into an agreement with the CIty regarding the proposed Public Art Park.



Lincoln Clay Arts Center

Transforming an historic landmark into a vibrant home for the clay arts

The Lincoln Clay Arts Center (LCAC), in partnership with the City of Lincoln, is transforming the historic Carnegie Library into a center for the clay arts. Envisioned as a community-serving creative hub, its programs will focus on accessible instruction, shared ceramics workspace, artist development, and exhibitions that celebrate clay as both a contemporary art form and an essential part of Lincoln's cultural identity. Built with signature Gladding, McBean terra cotta, the library has stood as a cherished downtown landmark for more than a century before closing as a public library in 2011. The new Clay Arts Center will revitalize this iconic venue into a dynamic hub that unites local history, public art, and contemporary creativity.

What the Center Will Offer

- Fully equipped ceramics workshop
- Classes and workshops for beginners through advanced potters
- Fully equipped, open-concept artist studios
- Exhibition space for studio and invited artists
- Partnerships that expand access to learning and community participation

1909	2001	2011	2025	2026	2026	2027
Carnegie Library Opens	First Major Renovation	Library Closed	Feasibility Study	Renovations Begin	Fundraising Campaign	Grand Opening



A cherished building. A working arts center. A community resource.

Visit www.lincolnclayartscenter.org to learn more and support our mission



Lincoln Clay Arts Center

Transforming an historic landmark into a vibrant home for the clay arts

The Lincoln Clay Arts Center (LCAC), in partnership with the City of Lincoln, is transforming Lincoln's historic Carnegie Library into an active, welcoming center for the clay arts. The project will provide artists of every experience level with space to learn, make, exhibit, and connect—while preserving a civic landmark for future generations to enjoy.

LCAC is envisioned as a community-serving creative hub, working in partnership with schools, businesses, nonprofits, civic organizations, studio artists, and the public. Its programs will center on accessible instruction, shared creative making spaces, artist development, and exhibits that celebrate clay as both a contemporary art form and an essential part of Lincoln's cultural identity.

What the Center Will Offer

- Fully equipped ceramics workshop
- Classes and workshops for beginners through advanced potters
- Fully equipped open-concept artist studios
- Exhibition space for studio and invited artists
- Partnerships that expand access to arts learning and participation

A historic building. A working arts center. A community resource.

Rooted in History
Reimagined for What's Next

Lincoln's heritage is deeply rooted in the clay arts and architectural terra cotta. Located at 5th and F Streets in the heart of downtown, the historic Carnegie Library perfectly embodies the community's long-standing commitment to education, history, and culture. Completed in 1909 through funding from Andrew Carnegie and premium building materials supplied by Gladding, McBean, the library served Lincoln for over a century before closing in 2011. Though quiet for the past fifteen years, it remains one of the city's most cherished landmarks.

The new Clay Arts Center will build on that proud legacy—creating a dynamic destination where local history, public art, education, and contemporary creativity intersect. Key downtown revitalization strategies highlight the Carnegie Library as a premier venue dedicated to the clay arts and a showcase for historic Gladding, McBean terra cotta artifacts.

Why It Matters

- Preserves and activates a valued historic downtown landmark
- Creates dedicated gallery and clay studio workspace
- Offers opportunities for learning and experimentation
- Strengthens Lincoln's downtown cultural destination
- Celebrates the region's clay, architectural terra cotta, and public art legacy

1909	2001	2025	2026	2026	2027
Carnegie Library Opens	First Renovation	Feasibility Study	Renovations Begin	Fundraising Campaign	Grand Opening





Visit www.lincolnclayartscenter.org to learn more and support our mission

STAFF REPORT

Item Number 15.B

SUBJECT: Discussion and Direction - Sister City Program

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: October 13, 2026

STAFF RECOMMENDATION:
Staff requests that the City Council discuss the options outlined above and provide direction regarding whether the City should:

- Take no action;
- Monitor future opportunities;
- Explore a Friendship City relationship;
- Explore a formal Sister City relationship;
- Support a community-led model; or
- Return with additional information before further consideration.

BACKGROUND/INTRODUCTION:
Sister Cities International supports relationships between communities in the United States and communities abroad. These relationships are intended to promote cultural exchange, educational opportunities, civic engagement, municipal peer learning, and, where appropriate, economic and institutional connections.

A **Sister City** relationship is generally a formal, long-term partnership between two communities in different countries. It is typically established through an agreement approved by the respective local governments and supported by a local organization, commission, civic committee, or municipal staff structure.

A **Friendship City** relationship is generally less formal and may be used as an exploratory or short-term relationship. It may allow two communities to develop mutual interests, hold cultural or educational exchanges, and assess the level of community participation before considering a formal Sister City agreement.

Neither model requires the City to undertake major activities immediately; however, a meaningful program requires a clear purpose, local leadership, manageable expectations, and an identified funding approach.

FINDINGS/ANALYSIS:

A relationship with an international community may provide Lincoln with opportunities for cultural programming, student and educational exchanges, municipal best-practice sharing, nonprofit and business connections, and broader community engagement.

Potential activities could include:

- Student, teacher, library, arts, sports, or virtual exchanges;
- Cultural events, heritage programming, performances, and exhibits;
- Exchanges of municipal practices in areas such as infrastructure, water, emergency preparedness, economic development, recreation, tourism, sustainability, or community engagement;
- Relationships among local schools, service clubs, businesses, chambers of commerce, nonprofits, and cultural organizations; and
- Community-hosting opportunities and visitor delegations, subject to available resources and Council authorization.

The potential benefits should be balanced against the City's capacity, staff resources, anticipated costs, and the level of demonstrated community participation. A formal relationship that lacks local organizational support or a practical work plan may become primarily ceremonial and provide limited ongoing benefit. Depending on the level of involvement and commitment to the program the costs could range from $2,500 - $15,000 annually.

There are a variety of options for Council to choose from:

- Take no action;
- Monitor future opportunities;
- Explore a Friendship City relationship;
- Explore a formal Sister City relationship;
- Support a community-led model; or
- Return with additional information before further consideration.

FISCAL IMPACT:

There is no immediate fiscal impact associated with conducting this discussion and providing direction.

Future costs would depend on the direction provided. Potential costs could include staff liaison time, membership fees, community outreach, legal review of agreements, hosting or ceremonial expenses, and program administration. Costs related to travel, exchanges, events, or delegations would require separate consideration and authorization by the City Council.

Staff could also evaluate potential non-General Fund support, including sponsorships, donations, participant fees, grants, and fundraising through an independent nonprofit or community organization.