CITY OF LINCOLN
2025 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY
August 26, 2025

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

-COUNCIL MEETING AGENDA-

6:00 PM

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

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

or attend via

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

EXECUTIVE TEAM

Sean Scully, City Manager	Kristine Mollenkopf, City Attorney
Nita Wracker, Asst. City Manager / Finance Director	Matt Alves, Public Safety 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	

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. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. AGENDA MODIFICATIONS

5. PRESENTATIONS

5.A Ranch Fire Incident Presentation (Chief Mejia)

6. 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.***

7. CONSENT

7.A Approval of Meeting Minutes of August 12, 2025 Regular City Council Meeting. (Hope Ithurburn)

7.B Adopt a Resolution Authorizing the City Manager to Approve a Task Order for Construction Management and Inspection Services for City Encroachment Permits with Coastland Civil Engineering, LLP in the Amount Not to Exceed $149,975 for the 2025/26 Fiscal Year. (Michelle Scoma)

7.C Discuss and Consider Approval of a Resolution Authorizing Issuance of a Response to the Placer County Grand Jury (PCGJ) 2024-2025 Report titled Conflict of Interest Code, Form 700, Ethics Training Compliance: Are Cities in Placer County Compliant? (Kristine Mollenkopf)

7.D Waive Second Reading and Adopt by Title only an Ordinance Establishing a Development Agreement between the City of Lincoln and Stardust 80, A California Limited Partnership in Association with the Stardust Project. (Mikaela Noble)

7.E Execute Maintenance Agreement with Caltrans for the Moore Road Class 1 Trail Project. (Roland Neufeld)

7.F Execute a Task Order with Kimley-Horn for Engineering Services related to the Traffic Signal Analysis & Implementation Project (CIP 692). (Roland Neufeld)

7.G Adopt a Resolution Designating Mayor Holly Andreatta as the City of Lincoln's Voting Delegate and Mayor Pro Tem Ben Brown as the Alternate at the League of California Cities (Cal Cities) Annual Conference. (Hope Ithurburn)

7.H Treasurer's Report for the Period Ending June 30, 2025. (Nita Wracker)

7.I Staff Recommends the City Council Adopt a Resolution Authorizing a Budget Augmentation of $250,000 from the Available Unencumbered Balance of Fund 2410 to CIP 622, Police Department IT Room Expansion Project, and Authorize the City Engineer to Approve Change Orders not to exceed $375,400 for Additional Changes During Construction. (Araceli Cazarez)

7.J Waive Second Reading and Adopt by Title only an Ordinance acting in its capacity as the legislative body of the City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) authorizing the levy of Special Taxes. (Nita Wracker)

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9.A Lincoln Public Library Funding and Community Aspirations Report from Constructive

Disruption, Inc. (Kathryn Hunt)

9.B California Statewide Communities Development Authority (CSCDA) Open PACE Program. (Sean Scully)

9.C Execute Construction Contract and Construction Management and Inspection Services Contract for Community Center Park Phase 1 Capital Improvement Project (CIP) 637. (Araceli Cazarez)

9.D Foskett Pump Track Discussion. (Sean Scully)

10. CITY MANAGER REPORTS

11. COUNCIL INITIATED BUSINESS

12. COMMITTEE REPORTS

13. INFORMATION ITEMS

14. 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 5.A

SUBJECT:	Ranch Fire Incident Presentation (Chief Mejia)
SUBMITTED BY:	City Clerk
DEPARTMENT:	Fire
DATE:	August 26, 2025

STAFF REPORT

Item Number 7.A

SUBJECT: **Approval of Meeting Minutes** of August 12, 2025 Regular City Council Meeting. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: August 26, 2025

BACKGROUND/INTRODUCTION:

ATTACHMENTS:
DRAFT - MEETING MINUTES, 8.12.25.docx

MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
August 12, 2025

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

1. **CALL TO ORDER** by Mayor Andreatta at 6:02 PM.

2. **ROLL CALL:** Councilmembers present: Mayor Holly Andreatta
Ben Brown
Whitney Eklund
Richard Pearl
John Reedy *arrived at 6:32pm.

3. **PLEDGE OF ALLEGIANCE** – led by Captain Faddis.

4. **AGENDA MODIFICATIONS –** None.

5. **PRESENTATIONS**

5.A Badge Pinning and Oath of Office to Newly Appointed Fire Chief Anthony Mejia

Matt Alves, Public Safety Chief introduced Deputy Fire Chief Anthony Mejia and provided Mejia's background thanking him for his service to the community. Mejia's wife pinned the badge with Mayor Andreatta administering the oath of office to Fire Chief Mejia.

Fire Chief Mejia thanked his family, Police Chief Alves, the Council, friends, and fellow firefighters with Council also expressing gratitude for his service. A brief discussion following.

5.B Freedom Through Education Presentation

Mayor Andreatta introduced Johnny Lujan, CEO of Freedom Through Education who presented to Council. There was a brief Council discussion. Mayor Andreatta opened the discussion regarding the agenda item with the following providing public comments:

Linda Minor, Lincoln resident
Linda Frnaklin, Lincoln resident

Council provided direction to staff.

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

The following provided public comment:

Stan Nader, Lincoln resident
Darla Gutierrez, Lincoln resident
Dr. Leaman, Lincoln resident

Staff responded to comments. Seeing no further public comments, Mayor Andreatta closed the discussion.

7. CONSENT

Mayor Andreatta asked if any members of the City Council or staff would like to pull any items from the consent agenda with Mayor Andreatta requesting to pull Item 7.B.

7.A **Approval of Meeting Minutes** of July 22, 2025 Regular City Council meeting.

7.B - ***PULLED**

7.C Waive Second Reading and Adopt by Title Only **ORDINANCE No. 1094B** Regulating the Operation of Food Trucks, and Further Finding the Ordinance is Exempt from Environmental Review under the California Environmental Quality Act ("CEQA")

7.D Adopt **RESOLUTION 2025-119** Authoring the City Manager to Execute a Contract for Construction with R&R Pacific Construction in the amount of $1,512,120 for the Construction of the I Street Rehabilitation Capital Improvement Project (CIP) 601 and Authorize the City Engineer to Approve Change Orders not to exceed $226,818; (2) Authorize the City Manager to Execute a Contract with UNICO Engineering for Construction Management and Inspection Services in the amount of $363,699.

7.E Waive the Second Reading and Adopt by Title only **ORDINANCE No. 1095B** Amending Sections of the Lincoln Municipal Code Title 13 - Public Services regarding Water Connection Charges and further finding the Ordinance is Exempt from Environmental Review under the California Environmental Quality Act (CEQA).

Mayor Andreatta opened discussion for the agenda item. Seeing no public comments, Mayor Andreatta called for a motion of approval for the items. Councilmember Pearl motioned to approve, motion was seconded by Councilmember Reedy. Passed by the following roll call vote:

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

*7.B Waive Second Reading and Adopt by Title only **ORDINANCE No. 1096B** Establishing a Development Agreement between the City of Lincoln and Carole S. Leavell Living Trust and Franchimone Family Living Trust in Association with the Leavell Ranch Project, and further finding the Ordinance is Exempt from further Environmental Review under the California Environmental Quality Act

Mayor Andreatta opened discussion for the agenda item. Seeing no public comments, Mayor Andreatta called for a motion of approval for the items. Councilmember Reedy motioned to approve, motion was seconded by Councilmember Pearl. Passed by the following roll call vote:

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

8. PUBLIC HEARINGS

8.A Waive First Reading and Introduce by Title only **ORDINANCE No. 1097B** Establishing a Development Agreement between the City of Lincoln and Stardust 80, A California Limited Partnership in Association with the Stardust project, and further finding the Ordinance is Exempt from further Environmental Review under the California Environmental Quality Act

Mikaela Noble, Associate Planner, presented to City Council. Council discussed with staff responding to comments. Mayor Andreatta opened the discussion for the agenda item. Seeing no public comments, Mayor Andreatta called for a motion.

Councilmember Pearl motioned to approve a resolution, motion was seconded by Mayor Pro Tem Brown. Passed by the following roll call vote:

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

8.B Waive First Reading and Introduce by Title Only **ORDINANCE No. 1098B** Authorizing the Levy of Special Taxes Within City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East), Adopt **RESOLUTION 2025-120** Establishing City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) and Calling an Election Therein, Adopt **RESOLUTION 2025-121** Determining Necessity to Incur Bonded Indebtedness for City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East), and Adopt **RESOLUTION 2025-122** Certifying Election Results.

Nita Wracker, Assistant City Manager introduced Brian Forbath, Consultant for Stradling Yocca Carlson & Rauth LLP who then presented to Council. There was a brief Council discussion with staff responding to comments. Mayor Andreatta opened the discussion regarding the agenda item.

Seeing no public comments, Mayor Andreatta called for a motion. Councilmember Reedy motioned to approve, motion was seconded by Councilmember Eklund. Passed by the following roll call vote:

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

9. GENERAL BUSINESS

9.A Adopt **RESOLUTION 2025-123** Amending the Employee Agreements for the City

Manager and City Attorney, Including Compensation and Benefits Adjustments.

Veronica Rodriguez, Director of Human Resources, presented to City Council. Mayor Andreatta opened the discussion regarding the agenda item.

Seeing no public comments, Mayor Andreatta called for a motion. Councilmember Reedy motioned to approve, motion was seconded by Councilmember Pearl. Passed by the following roll call vote:

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

10. **CITY MANAGER REPORTS**
City Manager Scully provided comments on the appointment of Anthony Mejia to Fire Chief, spoke to the in-house Community Facilities District (CFD) administration and its significance, as well as promoted an upcoming charity golf tournament benefitting our City's Parks and Recreation program.

11. COUNCIL INITIATED BUSINESS
Mayor Andreatta expressed gratitude to Council and staff for their support for Freedom Through Education proposal.

12. COMMITTEE REPORTS
Councilmember Pearl reported on an upcoming Placer County Air Pollution Control District board meeting. Mayor Andreatta reported attendance at a recent Titan 1-A Missile Restoration Advisory Board (RAB) meeting. Councilmember Reedy reported attendance at a recent LiSWA meeting and Placer County Economic Development Committee meeting.

13. **INFORMATION ITEMS**

Mayor Andreatta reported on the recent airport hangar groundbreaking event, promoted the upcoming Wings and Wheels event on August 22nd. Councilmember Eklund noted that Leadership Lincoln application submissions have been extended to August 15, 2025.

14. **ADJOURNMENT**
Mayor Andreatta adjourned the meeting at 7:32pm.

Respectfully submitted by Hope Ithurburn, City Clerk

_____
Hope Ithurburn, City Clerk

DRAFT

STAFF REPORT

Item Number 7.B

SUBJECT:

Adopt a Resolution Authorizing the City Manager to Approve a Task Order for Construction Management and Inspection Services for City Encroachment Permits with Coastland Civil Engineering, LLP in the Amount Not to Exceed $149,975 for the 2025/26 Fiscal Year. (Michelle Scoma)

SUBMITTED BY: MIchelle Scoma

DEPARTMENT: Engineering

DATE: August 26, 2025

STAFF RECOMMENDATION:

Adopt a resolution authorizing the City Manager to approve a task order (See Attachment B) for construction management and inspection services for City encroachment permits with Coastland Civil Engineering, LLP (Coastland), in the amount not to exceed $149,975 for the 2025/26 fiscal year.

BACKGROUND/INTRODUCTION:

An on-call consultant contract with Coastland for professional engineering, construction management, and inspection services was approved on June 28, 2022 by Resolution 2022-158. The on-call contract was approved through June 30, 2025 with an option to extend for 1-year. On March 5, 2025, the City extended Coastland's on-call consultant contract for 1-year and the contract is now valid through June 30, 2026.

The City issues a number of encroachment permits that require varying degrees of inspection oversight. Payment for these services is funded by the permit applicants on a fixed-fee or deposit basis, depending on the anticipated working days, and deposited into revenue accounts. Funding for necessary encroachment permit inspection services is accounted for in the Engineering Department's 2025/27 biennium operating budget.

FINDINGS/ANALYSIS:

Coastland is currently providing effective staff augmentation on projects ranging from encroachment permits to large private development projects. Coastland staff is very

knowledgeable in City requirements and has developed relationships with other City departments and staff, promoting efficient communication and good teamwork. Coastland is currently performing construction management and inspection services on multiple development and capital projects that will continue through the 2025/26 fiscal year.

City staff positions include two construction inspectors and one of the positions is currently vacant. The current construction inspector is primarily assigned to providing construction inspection services for City capital replacement projects. The City construction inspector is only able to oversee minor encroachment permits for work anticipated to last up to 2 days. Therefore, encroachment permit inspections for the larger permits are being handled by Coastland and additional consultants on an as needed basis.

The City of Lincoln currently processes a large number of encroachment permits. These permits range from new water service connections that take a few days to complete, to communication, gas, and electrical utility infrastructure projects that last for months or years. In order to maintain a consistent system of review, inspection and closeout of permits, and to ensure that the permit applicants perform all work that impact the City's infrastructure in accordance with adopted standards, the City requires encroachment permit inspectors. The majority of these tasks have been performed by Coastland inspectors who have integrated with the City's administrative, Public Works and Engineering staff involved in encroachment permits.

ENVIRONMENTAL REVIEW:

This Resolution is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, *et seq*., and as further governed by 14 California Code of Regulations §§ 15000, *et seq*., because it is not a project as contemplated by 14 C.C.R. § 15378. Even if this Ordinance were subject to CEQA, the City Council finds this Ordinance exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

FISCAL IMPACT:

Construction management and inspection services for city encroachment permits is covered within the Engineering Department's Professional Services budget in the 2025/27 Operating Budget. The funding is also fully reimbursed by permittees that apply for encroachment permits.

ATTACHMENTS:

Coastland Encroachment Permit Inspections Task Order-AttachA.Reso.2025Aug26.mscoma.docx

Coastland Encroachment Permit Inspections Task Order-AttachB.Task Order.2025Aug26.mscoma.pdf

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO APPROVE A TASK ORDER WITH COASTLAND CIVIL ENGINEERING, LLP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CITY ENCROACHMENT PERMITS IN THE AMOUNT NOT TO EXCEED $149,975 FOR THE 2025/26 FISCAL YEAR

WHEREAS, on June 28, 2022, an on-call consultant contract with Coastland Civil Engineering, LLP (Coastland) for professional engineering, construction management, and inspection services was approved by Resolution 2022-158 through June 30, 2025 with an option to extend for 1-year; and

WHEREAS, on March 5, 2025, the City extended Coastland's on-call consultant contract for 1-year through June 30, 2026; and

WHEREAS, Coastland has been providing excellent quality of construction management and inspection services for the City of Lincoln; and

WHEREAS, staff has reviewed the hourly rates submitted by Coastland and considers them fair and reasonable; and

WHEREAS, construction management and inspection services for city encroachment permits is covered within the Engineering Department's Professional Services budget in the 2025/27 Operating Budget; and

WHEREAS, the funding is also is fully reimbursed by permittees that apply for encroachment permits.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln hereby authorizes the City Manager to approve a task order in the amount not to exceed $149,975 for the 2025/26 fiscal year with Coastland Civil Engineering, LLP for construction management and inspection services for City encroachment permits.

PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

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

ABSTAIN: Councilmembers:

_____

Holly Andreatta, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk

Engineering Department
On-Call Contract for Professional Services
Consultant: Coastland Civil Engineering LLP
Project Name: Encroachment Permit Construction Management and Inspection Services for FY 2025/26
Task Order

Date Requested: July 25, 2025
Purchase Order No. _____

This Task Order, authorized through the Approved Contract by and between the City of Lincoln ("CITY"), and Coastland Civil Engineering LLP. ("CONSULTANT"), was approved on August 26, 2025, per Resolution No. 2025-_____. This Task Order is being requested for the following services (see attachment for the full detailed scope of work).

1. ***Sub-task 1:*** Provide Construction Management and Inspection services for City Encroachment Permits for Fiscal Year 2025/26. This task order will provide funding to support the required construction management and inspection services needed to complete the work.

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

Project Budget –

Project Budget: $149,975.00

Account Code(s): 24806500-50400

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: _____
Name: Vin Cay
Title: City Engineer
Date: 07/30/25

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

Approved by:
Coastland Civil Engineering LLP

Signature: _____
Name: Travis Williams
Title: CEO
Date: 7/25/25

This Task Order Amendment is executed this 26th day of August, 2025.

Coastland | DCCM

July 24, 2025

Michelle Scoma
Senior Administrative Analyst
Engineering Department
600 Sixth Street
Lincoln, CA 95648

Subject: Scope of Service and Project Budget for Providing Construction Management and Inspection Services for City Encroachment Permits

Dear Michelle,

In response to your request, please accept this letter proposal outlining the scope of services and anticipated budget for providing construction management and inspection services for Lincoln Encroachment Permits.

The City of Lincoln requires an encroachment permit be obtained by all contractors prior to work within the City ROW or PUE. The City receives over 100 encroachment permits throughout the year, ranging from small driveway repairs to miles of new communication line installation.

Coastland | DCCM will assist the City of Lincoln with review of encroachment permit applications, construction oversight and inspection services through completion of the work. Based on our understanding of the City's needs, we have prepared this Scope of Work to meet the City's specific needs.

SCOPE OF WORK

TASK 1 – PERMIT PROCESSING

Coastland | DCCM will review the encroachment permit application for conformance with City Improvement Standards. An estimate of inspection effort will be provided to assist with developing a deposit estimate. Review of materials, traffic control plans, schedules and interactions with other projects will be performed.

TASK 2 – CONSTRUCTION OVERSIGHT

Andrew will serve as the City's Construction Manager and interface directly with the applicant as necessary. Services include but are not limited to:

- Represent the City at preconstruction and weekly meetings
- Schedule and oversee inspection services
- Coordinate operations with Public Services
- Oversee SWPPP compliance
- Work with Lincoln Staff on maintaining accurate deposit accounts
- Coordinate any redline drawings
- Oversee project closeout processes including generation and confirmation of the punch list, generation of record drawings and issuance of a Notice of Completion

TASK 3 – CONSTRUCTION INSPECTION

Coastland | DCCM will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the specific work being accomplished. Coastland | DCCM will also document all deficiencies, important conversations, safety issues or accidents, materials testing performed, environmental concerns and information for "as-built" drawings.

Coastland | DCCM will continually review the specifications and Improvement Standards to ensure the work is of good quality and meets the requirements of the project documents. Coastland | DCCM will immediately report any deviation from the approved project documents.

Our inspectors will:

- Review submittals and requests for information to become familiar with proposed materials, equipment, and construction activities.
- Prepare daily and weekly inspection reports documenting observed construction activities, changed conditions and safety issues; take progress digital photographs, label them and provide to the City through C-MIS; mark up a set of drawings to incorporate contractor record drawing markups; prepare punch lists.
- Coordinate and conduct final inspection.

PERSONNEL

For this project, we propose that Andrew Kellen act as the Construction Manager and Bryce Trumpp for all inspection services. The City of Lincoln is familiar with these individuals as they have provided similar services in the past.

ESTIMATED COST

Based on our scope of work, we are proposing that the services associated with this project be completed for a **not-to-exceed amount of $149,975** to be applied as follows:

Role	Name	Hourly Rate	Hours	Total
Construction Manager	Andrew Kellen	$205	35	$7,175
Construction Inspector	Bryce Trumpp	$195	680	$132,600
Vehicle		$15	680	$10,200
			Total Anticipated Costs	**$149,975**

The amount quoted is assuming that all the work for this project will fall under the scope of work as previously described.

We appreciate the opportunity the City of Lincoln has provided us with this project and these services. Please let us know if you have any questions. We look forward to working with the City to complete this important project.

Regards,
COASTLAND CIVIL ENGINEERING, LLP



Travis Williams, PE
CEO

STAFF REPORT

Item Number 7.C

SUBJECT: Discuss and Consider Approval of a Resolution Authorizing Issuance of a Response to the Placer County Grand Jury (PCGJ) 2024-2025 Report titled Conflict of Interest Code, Form 700, Ethics Training Compliance: Are Cities in Placer County Compliant? (Kristine Mollenkopf)

SUBMITTED BY: Kristi McKenney

DEPARTMENT: City Attorney's Office

DATE: August 26, 2025

BACKGROUND/INTRODUCTION:

The PCGJ is "an investigatory body made up of citizens with the authority to act as a watchdog on local government, investigate citizen complaints, and assist in criminal matters at the request of the district attorney. The grand jury is part of the county judicial system as authorized by the California State Constitution. It is advised by the Superior Court but is not accountable to elected officials or government employees. Grand jurors are sworn to secrecy, and other than final reports, their work is kept strictly confidential. The report published by the grand jury are how the results of investigations are reported to the public." (source: Placer Superior Court Grand Jury website.)

On June 24, 2025, the PCGJ issued a report for the 2024-2025 fiscal year, entitled, "Conflict of Interest Code, Form 700, Ethics Training Compliance: Are Cities in Placer County Compliant?," a copy of which is attached as Exhibit A. The report requests a response not later than September 1, 2025, along with forms provided by the Grand Jury.

FINDINGS/ANALYSIS:

The subject report endeavors to report findings regarding compliance by the cities of Auburn, Colfax, Lincoln, Rocklin and Roseville, and the town of Loomis, with requirements regarding their conflict of interest codes, Form 700 filings, and ethics training compliance. The PCGJ interviewed "at least one representative from each of the six agencies in order to access compliance with Conflict of Interest Code (COIC)/Form 700/Ethics Training." The PCGJ also reports accessing "numerous websites" including that of the Fair Political Practices Commission ("FPPC"), agency websites and "various applicable California code section websites." The findings specific to Lincoln are contained on pages 124 and 125 of the subject report.

With respect to the City of Lincoln, Lincoln was requested to respond to Findings 8, 10, 12, 17 and 18, as well as recommendations 1 through 6. The forms requested by the PCGJ, based upon the draft response, are attached hereto as Exhibit B. The City's draft four (4) page response is attached hereto as Exhibit C.

ATTACHMENTS:
Grand_Jury_Report_Resolution.docx

Exhibit A Grand Jury Report 062425.pdf

Grand Jury Response Human Trafficking.doc

Exhibit B PCGJ forms.pdf

Exhibit C DRAFT Grand Jury Response Form 700 compliance et al.doc

RESOLUTION 2025-

RESOLUTION OF THE CITY COUNCIL OF LINCOLN APPROVING THE RESPONSE TO THE PLACER GRAND JURY REPORT TITLED "CONFLICT OF INTEREST CODE, FORM 700, ETHICS TRAINING COMPLIANCE: ARE CITIES IN PLACER COUNTY COMPLIANT?"

WHEREAS, the Placer Grand Jury issued its 2024-2025 report "Conflict of Interest Code, Form 700, Ethics Training Compliance: Are Cities in Placer County Compliant?"; and

WHEREAS, the reports contain a number of findings and recommendations, and the Placer Grand Jury has requested that the City of Lincoln respond to multiple Findings and Recommendations contained in the report; and

WHEREAS, staff have drafted a response which is attached to this resolution; and

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council hereby approves the attached response, including forms, to the Placer Grand Jury report and hereby authorizes the City Manager to finalize and execute the draft response and transmit it to the Placer Grand Jury and Presiding Judge.

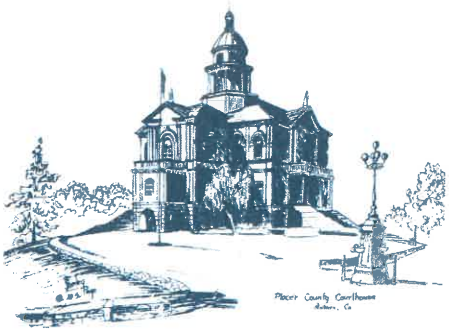
PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

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

_____
Holly Andreatta, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk



PLACER COUNTY GRAND JURY

11532 B Avenue, Auburn, CA 95603
E-mail: info@placergrandjury.org
Phone: (530) 886-5200
FAX: (530) 886-5201

June 24, 2025

Holly Andreatta, Mayor
Lincoln City Council
600 6th Street
Lincoln, CA 95648

Subject: 2024–2025 Grand Jury Final Report:

- **Conflict of Interest, Form 700 and Ethics Training Compliance**

Dear Name,

- The 2024-2025 Placer County Grand Jury hereby releases a report entitled, "Conflict of Interest, Form 700, Ethics Training Compliance: Are Cities in Placer County Compliant?"

Enclosed is your pre-release copy of the above-mentioned referenced report. Disclosure to the public is prohibited prior to public release, scheduled for June 30, 2025.

The legal requirements affecting respondents and responses to Grand Jury findings and recommendations are contained in the California Penal Code § 933.05. Enclosed are instructions on how to respond to the report(s) findings and recommendations.

The report will be published primarily in electronic form and will be available on the Superior Court's website at www.placer.courts.ca.gov/general-information/grand-jury/grand-jury-reports-resolutions. Hard copies are being distributed as necessary.

Sincerely,

Bob Peterson, Foreperson
2024-2025 Placer County Grand Jury

Enclosures:
"Conflict of Interest, Form 700, Ethics Training Compliance: Are Cities in Placer County Compliant?"

INSTRUCTIONS FOR RESPONDENTS

The legal requirements affecting respondents and responses to Grand Jury findings and recommendations are contained in California Penal Code § 933.05. The full text of the law is provided at the end of this document.

Two different time periods for responses, and to whom you must respond to, are defined in California Penal Code § 933(c). They are as follows:

Type of Agency	Time Frame	To Whom
Government Boards	Ninety (90) Days	• Presiding Judge of the Superior Court
Elective Office or Agency Head	Sixty (60) Days	• Presiding Judge of the Superior Court • Information copy to Board of Supervisors

An original signed copy of the response must be provided to both of the following:

1. Presiding Judge of the Placer County Superior Court at the address listed below:

   The Honorable Alan V. Pineschi
   Presiding Judge of the Superior Court
   County of Placer
   PO Box 619072
   Roseville, CA 95661-9072

2. Placer County Grand Jury at the address listed below:

   Placer County Grand Jury
   11532 B Ave
   Auburn, CA 95603
   Attention: Foreperson

When responding to more than one report, respondents must respond to each report separately.

Respondents are encouraged to use the Response to Grand Jury Report Form, included in this report, to help format and organize your response. An electronic version of the form is available upon request from the Grand Jury.

RECOMMENDATIONS

For purposes of subdivision (b) of Penal Code § 933.05, the respondent shall report one of the following four actions regarding each recommendation.

The recommendation **has been implemented** with a summary regarding the implemented action.
The recommendation **has not yet been implemented**, but will be implemented in the future, ***with a timeframe for the implementation.***
The recommendation **requires further analysis**, ***with an explanation and the scope and parameters of an analysis or study, and a timeframe*** for the matter to be prepared for discussion. ***This timeframe shall not exceed six months from the date of publication of the grand jury's report.***
The recommendation **will not be implemented** because it is not warranted or is not reasonable, ***with an explanation***, therefore.

- Recommendations numbered _____ **have been** implemented.

  (Describe the implemented actions.)

- Recommendations numbered _____ **have not yet been** implemented but will be implemented in the future, with a targeted completion date of _____.

  Per Penal Code § 933.05(b)(2), a time frame for implementation must be included.

- Recommendations numbered _____ **require further analysis**. The further analysis will be completed by _____.

  Describe the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six (6) months from the date of publication of the grand jury report.

- Recommendations numbered _____ **will not be** implemented because they are not warranted or are not reasonable.

  Provide an explanation.

Signature: _____ Date: _____

Number of pages attached _____.

Conflict of Interest Code, Form 700, Ethics Training Compliance

Are Cities in Placer County Compliant?

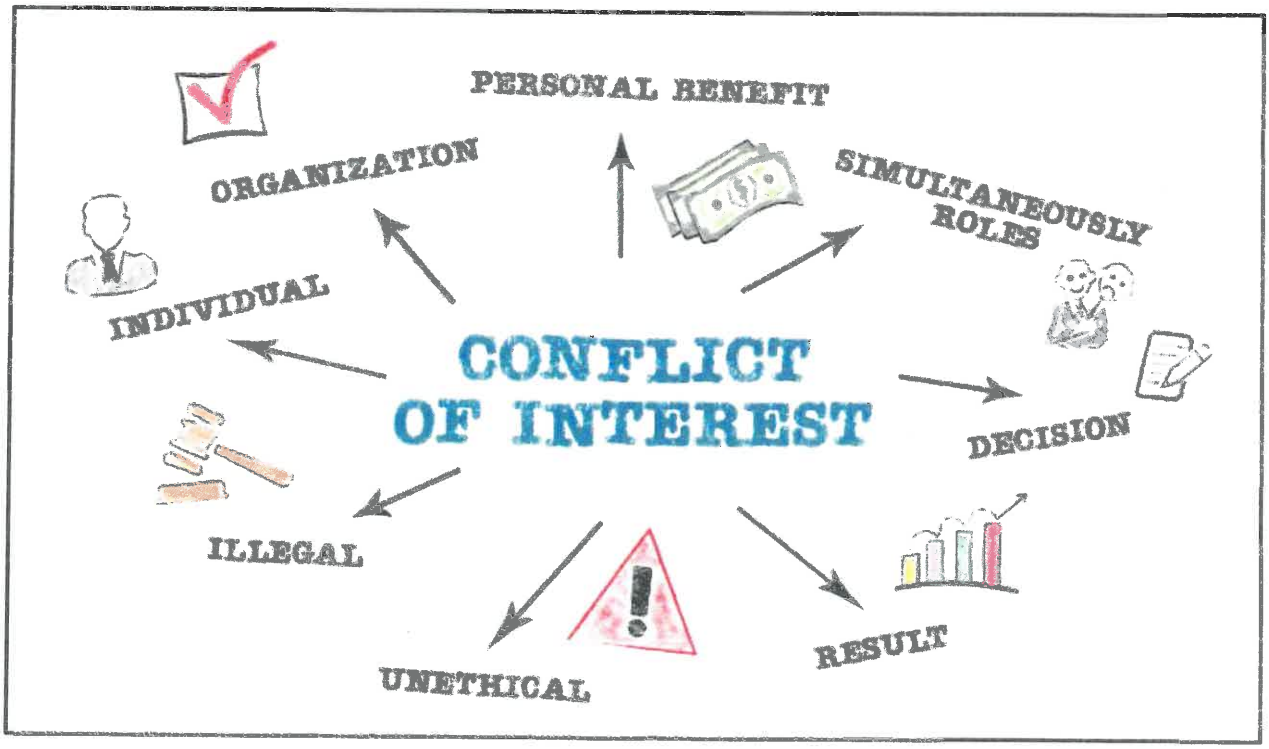


Photo Credit: San Diego State University website

Conflict of Interest Code, Form 700, Ethics Training Compliance
Are Cities in Placer County Compliant?

Summary

Good governance requires public officials to act in the best interests of their constituents rather than in their own. It is imperative the public trust their elected officials to act in an ethical manner. As a result, California law requires certain elected and appointed local agency officials, known as statutory filers, file a Statement of Economic Interests known as Form 700. California law also requires local public agencies to enact a Conflict of Interest Code. The Conflict of Interest Code requires certain officials, identified as designated filers, file Form 700. California law also requires certain officials complete ethics training.

Placer County Grand Jury investigated the five incorporated cities; Auburn, Colfax, Lincoln, Rocklin, and Roseville, and one incorporated town, Loomis, in Placer County to determine whether those local agencies enacted the necessary components of a Conflict of Interest Code, and whether the officials timely filed Form 700 and timely completed ethics training.

Collecting and compiling the data from local agencies which were investigated proved to be a difficult task for the Placer County Grand Jury. California law regarding Form 700 filings recently changed. In most cities, the city clerk was the filing officer responsible for all Form 700 filers. As of January 1, 2025, the state requires the statutory filers to e-file Form 700 directly with the Fair Political Practices Commission. City clerks now notify the individuals filers via email the filing date is upcoming, and when necessary, send out additional reminder emails of the upcoming deadlines. The responsibility for filing Form 700 is on the individual mandated by statute or designated by each city in its Conflict of Interest Code. If Form 700 is not filed in a timely manner the Fair Political Practices Commission can impose fines against the statutory filer for noncompliance. The designated filers continue to file with the city clerk. However, Placer County Grand Jury learned most local agencies do not have provisions in their Conflict of Interest Codes to enforce the filing of Form 700 or require ethics training.

Glossary

California Code of Regulations (CCR): Regulations adopted by state agencies pursuant to the Administrative Procedure Act. For purposes of this report, the state agency in question is the Fair Political Practices Commission.

California Government Code (GC) The sections of the GC applicable to this report include powers and duties extended by the State of California to cities and other agencies requiring ethics training for certain public officials (GC §§ 53234 – 53235.2) and prohibition of conflicts of interest by certain public officials (GC §§ 87100 – 91014).

Conflict of Interest Code (COIC): GC section 87300 requires local agencies to adopt a COIC which serves to identify those positions within the agency involving participation of decisions which may have a material effect on the person's financial interests, such as investments, interests in real property, and other sources of income.

Designated Filer: An official designated in a local agency COIC to file Form 700. These include certain employees, consultants, and appointed officials not identified in GC section 87200.

Ethics Training: GC sections 53234 – 53235.2 requires certain local officials receive ethics training for two hours every two years. This training is commonly referred to by its Assembly Bill, AB 1234. New hires, or those newly appointed to a position requiring ethics training, must receive training within one year.

Fair Political Practices Commission (FPPC): Created by the California Political Reform Act to administer and enforce governmental ethics law, as well as inform and assist public officials, employees, and candidates to comply with its provisions.

Form 700: Form 700 is a State of California document, known as a "Statement of Economic Interests", to be completed and filed by elected, appointed, designated employees and other individuals who perform work for the local agency and whose decisions may have a material effect on their financial interests. Form 700 filers are required to file their disclosures 30 days after assuming or leaving a position or office. In addition, there is an annual April 1st deadline for filing.

State of California Political Reform Act of 1974: This Act (GC §§ 87100-91014) and its amendments deal with ethics in state and local government service. Certain elected and appointed officials and employees must disclose their personal financial interests which may be affected by their decisions.

Statutory Filer: a local agency elected, or appointed official identified in GC section 87200 who is required to file Form 700. These include the mayor, city manager, city treasurer, chief administrative officer, city council members, public officials who manage public investments, and members of the planning commission. As of January 1, 2025, statutory filers must file Form 700 directly with the FPPC.

Background

There are three interrelated components which apply to this report. California Government Code (GC) section 87300 requires local agencies to enact a Conflict of Interest Code. Among other provisions, the COIC must designate local officials to file Form 700. Certain officials representing cities are now required by GC sections 87200 and 87500 to e-file their Form 700 directly with the Fair Political Practices Commission (FPPC). Further, GC sections 53235 and 53235.2 mandate local agencies require certain officials receive two hours of ethics training every two years and retain documentation evidencing compliance for a period of five years.

Auburn, Colfax, Lincoln, Rocklin and Roseville are cities. Loomis is an incorporated town. For purposes of compliance with Conflict of Interest Code/Form 700/Ethics Training, Loomis has the same responsibilities as a city and is treated as such. This report will refer to them collectively as "local agencies."

This report does not include information from other agencies such as the County of Placer, Special Districts, Joint Powers Authorities, or Municipal Advisory Commissions, as it is limited solely to the six local agencies listed above. It also excludes filings submitted by candidates for public office, any analysis of the information contained within the financial disclosures, and any other types of training which local agencies may be required to provide, including but not limited to, harassment prevention, discrimination awareness, environmental compliance, or OSHA safety regulations.

Methodology

Placer County Grand Jury (PCGJ) interviewed at least one representative from each of the six agencies in order to access compliance with Conflict of Interest Code (COIC)/Form 700/Ethics Training. During the interviews, PCGJ requested copies of each agency's COIC for the past five years and a list of the statutory and designated Form 700 filers, the date the filing was due, and the actual date filed for a period of five years. The person responsible for recordkeeping was also identified. The PCGJ also requested records from the previous five years of those who were required to receive ethics training, the date it was received, and whether the training was timely.

Numerous websites were accessed which included the FPPC, city, town and various applicable California code section websites. Eleven interviews were conducted with the local agencies.

Discussion

This section of the report will begin with a brief discussion of the COIC requirements. The local agencies will be compared as a group because the State of California requirements for COIC apply to all local agencies.

Following the COIC section, this report will address the efforts of each local agency to comply with state-mandated deadlines for Form 700 filings and ethics training.

Conflict of Interest Code (COIC)

Each local agency provided its current COIC, either upon request after an interview, or obtained by PCGJ from its website. GC section 87312 allows the FPPC to assist local agencies in drafting provisions for a COIC. This aid can be accessed via the FPPC website under the "Advice" heading.

The local agency must incorporate by reference the FPPC Model Conflict of Interest Code found in Title 2 CCR section 18730. The local agency's COIC shall designate those positions which are involved in decision making, which may have a material

effect on personal financial interests. The local agency code shall require those position holders to file Form 700 with the filing officer, usually the local agency clerk. Each local agency must conduct a biennial review every even numbered year to address any changes in circumstances, such as newly created positions. 2024 was the last even-numbered year in which a review should have been conducted. The next statutory review shall take place in 2026.

The COIC for each of the six local agencies is reflected in the table below. Most of the local agencies complied. PCGJ could not locate evidence Colfax conducted a biennial review of its COIC in 2024. None of the local agencies, except for Roseville, mandated AB 1234 ethics training in their respective COIC's.

City Conflict of Interest Reporting Summary
Does Current Code Include:

Location	Current Date	Model Code?	Biennial Review?	Designate Form Filers?	Filing Officer?	Ethics Training?
Auburn	2/12/2024	Yes	Yes	Yes	Yes	No
Colfax	8/6/2022*	Yes	Yes	Yes	Yes	No
Lincoln	6/11/2024	Yes	Yes	Yes	Yes	No
Loomis	8/13/2024	Yes	Yes	Yes	Yes	No
Rocklin	10/22/2024	Yes	Yes	Yes	Yes	No
Roseville	1/17/2024	Yes	Yes	Yes	Yes	Yes

* Does not include 2024

Form 700 and Ethics Training

The next section of this report will address the performance of the local agencies regarding the timeliness of Form 700 filings and ethics training. PCGJ was unable to craft a single table for the six local agencies regarding Form 700 filings or ethics training, as each local agency kept track of who filed and when in their own particular way. PCGJ will provide a table for each of those local agencies, if the information provided was sufficient to create a table. All Form 700 filings (assuming office, annual, and leaving office) are included in the filing year they were made.

Auburn
Form 700

Auburn submitted reports combining statutory filers with designated filers for filing years 2020-2024.



Photo Credit:Internet

Auburn Form 700 Filing Summary – All Filers			
Filing Year	**Timely**	**Untimely**	**Total**
4/2/2020 - 4/1/2021	28	3	31
4/2/2021 - 4/1/2022	34	4	38
4/2/2022 - 4/1/2023	38	7	45
4/2/2023 - 4/1/2024	47	3	50
4/2/2024 - 4/1/2025*	25	12	37
*Through 12/18/2024.			

Ethics Training

The ethics training program is currently facilitated by the Director of Human Resources. Auburn offers ethics training online through Vector Solutions, webinars and the FPPC training portal. Human Resources keeps a list of employees who have taken the training and tracks completion of the same through an internally generated spreadsheet. The City Clerk had previously scheduled an ethics training class in early 2024; however, the training was canceled, and no ethics training was scheduled for the remainder of the year.

Auburn produced forty-two certificates showing completion of ethics training for the period 2021 through 2024. Thirty-two of the certificates were from 2022. Since training is required every two years, cancellation of ethics training in 2024 meant Auburn did not comply with GC section 53235(b). PCGJ was unable to craft a meaningful chart showing ethics training by Auburn.

Colfax
Form 700

Statutory Filers

Colfax submitted copies of the computer-generated report bearing the FPPC logo for the statutory FPPC filers. The timeliness of the filings is listed in the table below.



Photo Credit: Internet

Designated Filers

Colfax did not produce a printout for those designated to file Form 700 like the FPPC printout for statutory filers. The list produced shows a total of twenty-three designated filings from 2020 through 2024. The list is not broken down on an annual basis. There is no deadline for filings on the list. Therefore, PCGJ is unable to determine whether those who assumed office and those who left office filed on time. Most of the annual filings appear to be on time. PCGJ cannot accurately assess the overall performance of those designated to be filed by the Colfax COIC.

Colfax Form 700 Filing Summary – All Filers

Filing Year	Timely	Untimely	Total
Statutory Filers			
4/2/2020 – 4/1/2021	8	1	9
4/2/2021 – 4/1/2022	8	0	8
4/2/2022 – 4/1/2023	13	2	15
4/2/2023 – 4/1/2024	12	2	14
4/2/2024 – 4/1/2025*	4	1	5
Designated Filers	**Timely**	**Untimely**	**Total**
4/2/2020 – 1/29/2025	Insufficient Information		

*Through 1/29/2025.

Ethics Training

The list provided by Colfax was similar to the list for the designated Form 700 filers. The list was not an annual report. There were no deadlines listed so it could not be determined whether the training was timely.

Colfax provided seventeen Certificates of Completion from nine different individuals who took ethics training from 2019 through 2024. Three individuals started ethics training but did not finish the two-hour course, and therefore did not receive certificates of completion. One official submitted an acknowledgement of training to Colfax showing two hours of training was received. Colfax contacted the vendor and was told the official did not complete the required two hours of training. Currently, one person is overdue for ethics training. Two other officials had five-year gaps between training sessions. Without any records showing date of hire or the deadline for receiving training, PCGJ could not create a table which would accurately access overall timeliness for those receiving ethics training on an annual basis.

Lincoln
Form 700

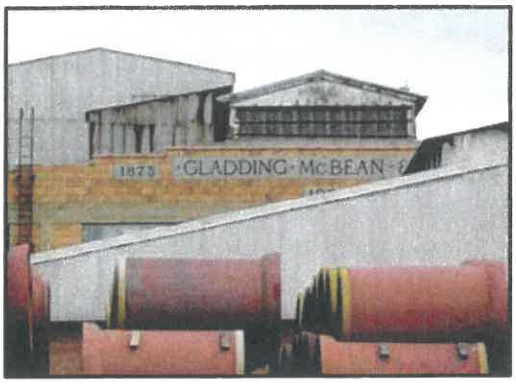


Photo Credit: Internet

Statutory Filers

The City of Lincoln produced statutory Form 700 filings for filing years 2019-2023. The FPPC filings provided by Lincoln show a total of thirty-two filings for nine different filers. All thirty-two were timely.

Designated Filers

The 2022 conflict of interest code listed forty-eight designated position holders to file Form 700 with the city clerk. The 2024 review determined no changes were needed. Some positions have multiple personnel, such as multi-member commissions, so the actual number of individuals may be higher.

Lincoln did produce a document entitled "Annual Statement of Economic Interest Form 700 2022 Distribution Log". The document refers to a distribution date of March 2, 2022. The document identifies twenty-eight designated filers. There were no entries for when, if ever, Form 700's were filed with the city clerk.

Lincoln Form 700 Filing Summary – All Filers			
Filing Year	**Timely**	**Untimely**	**Total**
Statutory Filers			
4/2/2019 - 4/1/2024	32	0	32
Designated Filers	**Timely**	**Untimely**	**Total**
Prior to 3/2/2022	Data Unavailable		
3/3/2022 - 2/28/2025	Data Unavailable		

Ethics Training

As part of its "Personnel Rules and Regulations" (PR&R) (dated October 25, 2022), Section 23 addresses "Conflicts of Interest". The purpose of the policy is to "establish guidelines for ethical standards of conduct which shall govern City employees in the performance of City business and the duties of their respective jobs" (Section 23.1). AB 1234 mandates certain local agency officials receive ethics training for two hours every two years, but there is no indication the Lincoln Personnel Rules and Regulations contain AB 1234 training requirements.

The current COIC designates approximately fifty-four positions to file Form 700. Lincoln believes a designated Form 700 filer does not need to receive ethics training.

Lincoln issues an Advisory Body Handbook (February 2021) to all advisory body members, which consists of non-employee appointed positions. Lincoln has determined "most of the city advisory bodies are solely advisory", and appointees need not file a Form 700. The Lincoln Planning Commission has "limited decision-making authority", and Lincoln concludes only members of the Planning Commission must file Form 700. Lincoln does require Planning Commission members receive state mandated AB 1234 ethics training.

While the Advisory Body Handbook states certain advisory bodies are solely advisory and need not file Form 700, GC section 53234(a) defines "legislative body" to have the same meaning as defined in GC section 54952. GC section 54952(b) provides "legislative body" includes "commission, committee, board, or other body of a local agency, "whether...decision making or advisory". In addition to the Planning Commission, the Lincoln website lists five other boards, commissions, or committees.

The PCGJ requested AB 1234 ethics training documents for the past five years. Lincoln submitted an undated AB 1234 Ethics Training log for Mayor, Mayor Pro Tem, Councilmembers, and Treasurer. Six officials are listed. One official is current for ethics training and the other five are overdue.

Lincoln submitted another document showing ethics training from 2020 to 2024. For the 2024 filing year, three city council members received ethics training. No other elected or appointed positions are documented to have received ethics training. No ethics training was shown to have been received in 2020-2024, although the document referred to in the paragraph above shows one certification in 2020 and one in 2022.

Loomis
Form 700

Statutory Filers

Loomis produced a document listing officials who filed Form 700 with the FPPC. It clearly states the name of the individual, the position held, the type of filing, the due date, and filed date. From this information, PCGJ was able to prepare a table showing the performance of Loomis.



Photo Credit: Internet

Designated Filers

Loomis produced a list of those who are designated to file Form 700 during the 2022-2023 filing year. Ten individuals were listed. The other four did not contain a due date or filing date. PCGJ cannot create a table on a yearly basis for designated Form 700 filers.

Loomis Form 700 Filing Summary – All Filers			
Filing Year	**Timely**	**Untimely**	**Total**
Statutory Filers			
4/2/2020 - 4/1/2021	15	0	15
4/2/2021 - 4/1/2022	14	1	15
4/2/2022 - 4/1/2023	13	1	14
4/2/2023 - 4/1/2024	17	6	23
Designated Filers	**Timely**	**Untimely**	**Total**
4/2/2020 - 4/1/2025	Insufficient Information		

Ethics Training

Loomis approved a Statement of Ethical Principles Applicable to Local Government on March 13, 1990. The Town of Loomis Employee Handbook (updated July 25, 2017) contains a provision advising all employees are to avoid financial interests which could put them in conflict with the interests of Loomis.

Loomis submitted thirty-nine certificates of completion of AB 1234 ethics training between 2020 and February 14, 2025. Loomis supplied a list of nineteen current personnel who have been designated to receive AB 1234 ethics training going back to 2022. Seventeen personnel received the training within the one-year time frame after assuming duties or within the ongoing two-year requirement. Two individuals did not receive the training within the time frame established by the state. The information was not provided on an annual basis so PCGJ could not create a table showing annual performance.

Rocklin
Form 700



Photo Credit: Internet

The Form 700 documents produced by Rocklin combined statutory and designated filers. For the 2021 to 2025 period, roughly 21% of the individuals required to file did not file timely, either when assuming office, submitting their annual filing, or when leaving office. The clerk's office is responsible for Form 700 filings.

Rocklin Form 700 Filing Summary – All Filers			
Filing Year	**Timely**	**Untimely**	**Total**
4/2/2021 - 4/1/2022	83	16	99
4/2/2022 - 4/1/2023	108	39	147
4/2/2023 - 4/1/2024	113	33	146
4/2/2024 - 4/1/2025*	63	11	74
*Through 2/7/2025			

Ethics Training

Administrative Services/Human Resources is responsible for ethics training in Rocklin.
Revised Personnel Rules were adopted by Rocklin City Council Resolution No. 2024-024 on January 23, 2024. Section 206 refers to a "Code of Ethics and Conflict of Interest" policy. This section applies to all employees of Rocklin. Elected officials are not considered employees (Section 122). Rocklin identified individuals it required to take ethics training going back to 2021. All Form 700 designated filers are required to take ethics training.

In 2021, forty-nine designated personnel received ethics training at various times. It is unknown whether the training was received within the two-year time frame, because the records reviewed only go back to 2021.

In 2022, sixteen designated personnel received ethics training at various times. PCGJ was unable to determine whether the training occurred within two years because there were no records prior to 2021.

In 2023, twelve designated personnel received ethics training at various times: two were timely and two were late. PCGJ could not determine whether the remaining eight had received timely training by the one-year deadline. If new hires received ethics training within one year of assuming service, the training was timely.

In 2024, forty-nine designated officials received ethics training, but none of the training received by the individuals listed was within the two-year time frame. For the fifteen additional officials who received training for the first time, the PCGJ could not identify whether the training was timely or untimely.

In 2025 (as of February 14), two officials received on-time training, while four were late. PCGJ could not tell whether the training was timely for three officials, because the initial date of service was not shown on the document.

The number of different officials on the list total ninety-one. Sixty-one officials did not receive timely ethics training.

Rocklin submitted a total of 151 certificates of completion of ethics training from 2021 to February 14, 2025, for all individuals who completed ethics training.

Roseville
Form 700

Roseville produced Form 700 filing records going back to the 2020 filing year. The earliest year contained many untimely filings. As shown in the table below, Roseville has gained and maintained control of its Form 700 filers to ensure timely filings.

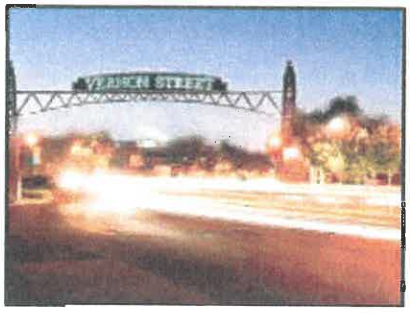


Photo Credit: Internet

Roseville Form 700 Filing Summary – All Annual Filers			
Filing Year	**Timely**	**Untimely**	**Total**
4/2/2020 - 4/1/2021	244	37	281
4/2/2021 - 4/1/2022	304	1	305
4/2/2022 - 4/1/2023	329	2	331
4/2/2023 - 4/1/2024	376	6	382

Ethics Training

Roseville provided a document of ethics training from 2021 through 2024. A total of 611 officials received AB 1234 ethics training. Out of the 611 officials, 101 did not receive training within the one-year or two-year time frame. Of concern, 70 of those 101 officials who were noted for untimely training occurred during the 2024 calendar year. Also, one individual was 1,354 days late, while another was 1,196 days late. Several were late up to two years.

Roseville was the only local entity to expressly require ethics training in its COIC. Their COIC provides in pertinent part "failure to comply may result in disciplinary action." Given the foregoing compliance concerns, it is unclear whether or not this provision is, either in its form or implementation, sufficient to ensure compliance.

Conclusion

Each of the local agencies adopted a Conflict of Interest Code as required by the State of California. The local agencies designate Form 700 filers as part of their Conflict of Interest Code. They also offer ethics training. Many officials do not file Form 700 or receive ethics training by the deadline. One problem is poor record keeping. The Placer County Grand Jury found it was difficult to identify the number of people required to file Form 700 or receive ethics training and whether there was compliance with the applicable deadline.

The Fair Political Practices Commission has a database which identifies the necessary information to track filings by the statutory filers. The local agencies should create similar tracking programs for designated filers as well as those required to receive ethics training. The Form 700 document should be based on the Fair Political Practices Commission filing year (for example, April 2, 2024 – April 1, 2025). The document should list: the name of the official, the position, the date of hire or the date assuming the position, the date leaving the position, the deadline for filing, the date Form 700 was filed, and whether the filing was timely.

For ethics training, the document should be based on the calendar year. The information should include: the name of the official, the date of hire or date of initial service, the one-year deadline following the date of hire or date of initial service, the two-year ongoing deadline date, the date ethics training was received, and whether the training was timely. The Government Code requires the training certifications be maintained for a period of five years.

The local agencies should include a compliance requirement in their respective Conflict of Interest Codes. While statutory filers are subject to fines levied by the Fair Political Practices Commission, the designated filers and those required to receive ethics training are not regulated by Fair Political Practices Commission. Placer County Grand Jury suggests the local agencies follow Roseville's lead and include in their Conflict of Interest Codes enforcement authority over untimely Form 700 filings and ethics training. Roseville's enforcement authority should be more specific.

Findings

The grand jury found:

Conflict of Interest Code

F1. Auburn, Lincoln, Loomis, Rocklin, and Roseville reviewed, amended, and/or adopted conflict of interest codes in 2024, in compliance with Government Code 87306 and 87306.5.

F2. Since Colfax did not provide a resolution showing its Conflict of Interest Code was reviewed in 2024, the Placer County Grand Jury was unable to determine whether Colfax conducted a biennial review of its Conflict of Interest Code in 2024.

F3. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville have incorporated the State of California Model Code into their conflict of interest codes, bringing them into compliance with State law.

F4. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville designate Form 700 filers in their conflict of interest codes, ensuring compliance with State law.

F5. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville identify the city clerk as the filing officer for Form 700 filers.

F6 Roseville includes Assembly Bill 1234 Ethics Training in its Conflict of Interest Code.

F7. Roseville assigns responsibility to the city clerk for Assembly Bill 1234 Ethics Training.

F8. Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include Assembly Bill 1234 Ethics Training requirements in their conflict of interest codes.

F9. Roseville does address enforcement authority in its Conflict of Interest Code, which states there may be consequences if a designated individual fails to timely file Form 700 or complete Assembly Bill 1234 Ethics Training.

F10. Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include enforcement authority in their conflict of interest codes, leaving no defined consequences

if a designated individual fails to timely file Form 700 or complete Assembly Bill 1234 Ethics Training.

Form 700

F11. Across all local agencies, most of the individuals who did not timely file Form 700 were designated filers.

F12. For Colfax, Lincoln and Loomis, incomplete information in recordkeeping for designated Form 700 filers prevented the grand jury from accurately assessing the timeliness of the filings.

F13. As a general matter, insufficient oversight by the local agencies has contributed to untimely Form 700 filings for designated filers.

Ethics Training

F14. Auburn and Rocklin currently place responsibility for Assembly Bill 1234 Ethics Training on their Human Resource/Administrative Services staff.

F15. Across all local agencies, insufficient oversight resulted in many individuals not receiving ethics training by the deadline set by State law.

F16. Across all local agencies, overreliance on the individual to schedule and receive ethics training resulted in untimely training.

F17. All local agencies' recordkeeping was difficult to review and often failed to contain necessary information.

F18. A lack of enforcement authority within all local agencies led to failures to receive timely ethics training.

Recommendations

The grand jury recommends:

R1. Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify those positions who shall receive Assembly Bill 1234 Ethics Training pursuant to Government Code section 53234-53235.2 by October 1, 2025.

R2. Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify the city clerk is the responsible official to administer the Assembly Bill 1234 Ethics Training program, and function as the recordkeeper for ethics training records by October 1, 2025.

R3. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should specify in their conflict of interest code actionable enforcement authority against individuals who fail to timely file Form 700 and/or fail to timely receive Assembly Bill 1234 Ethics Training by October 1, 2025.

R4. Colfax, Lincoln, Loomis, and Roseville should create and maintain an annual database for all designated Form 700 filers in alignment with the FPPC filing year by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each Form 700 filer, the date of hire or initial service, the type of filing (assuming, annual, leaving), the deadline for filing, the date the form was filed, and whether the filing was timely.

R5. Auburn, Colfax, Lincoln, Loomis, and Rocklin should create and maintain a database of all individuals required to receive Assembly Bill 1234 Ethics Training by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each individual required to receive ethics training, the date of hire or the date the position was assumed which required ethics training, the deadline for receiving ethics training (one year/two years), the date ethics training was received, and whether ethics training was timely. The training records should be maintained for five years.

R6. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should create a plan to increase oversight with a goal to achieve 100% timely Form 700 filings and ethics training, by November 1, 2025.

Required Responses

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requires a response from the following governing bodies:

Responding Entity	Findings Requiring Response	Recommendations Requiring Response	Due Date
Sandy Amara, Mayor **Auburn City Council** Auburn City Hall 1225 Lincoln Way Auburn, CA 95603	**F8, F10, F17, F18**	**R1, R2, R3, R5, R6**	**September 1, 2025**
Sean Lomen, Mayor **Colfax City Council** P.O. Box 702 Colfax, CA 95713	**F2, F8, F10, F12, F17, F18**	**R1, R2, R3, R4, R5, R6**	**September 1, 2025**
Holly Andreatta, Mayor **Lincoln City Council** 600 6th Street Lincoln, CA 95648	**F8, F10, F12, F17, F18**	**R1, R2, R3, R4, R5, R6**	**September 1, 2025**
David Ring, Mayor **Loomis City Council** P.O. Box 1330 Loomis, CA 95650	**F8, F10, F12, F17, F18**	**R1, R2, R3, R4, R5, R6**	**September 1, 2025**

Jill Gayaldo, Mayor **Rocklin City Council** 3970 Rocklin Road Rocklin, CA 95677	**F8, F10, F17, F18**	**R1, R2, R3, R5, R6**	**September 1, 2025**
Krista Bernasconi, Mayor **Roseville City Council** 311 Vernon Street Roseville, CA 95678	**F17, F18**	**R3, R4, R6**	**September 1, 2025**

Copies sent to:

Sean Rabe´
City Manager
City of Auburn
City Hall
1225 Lincoln Way
Auburn, CA 95603

Ron Walker
City Manager
City of Colfax
PO Box 702
Colfax, CA 95713

Sean Scully
City Manager
City of Lincoln
600 6th Street
Lincoln, CA 95648

Wes Heathcock
City Manager
Town of Loomis
P. O. Box 1330
Loomis, CA 95650

Aly Zimmermann
City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA, 95677

Dominick Casey
City Manager
City of Roseville
311 Vernon St
Roseville, CA 95678

Bibliography

1. California Government Code, Title 9, Political Reform, Chapter 7, Conflicts of Interest, Article 1, General Prohibition, Article 2, Disclosure, Article 3, Conflict of Interest Codes, Article 4, Disqualification of Former Officers and Employees, Article 5, Filing. (Sections 87100-87505).

2. California Government Code, Title 5, Local Agencies, Division 2, Cities, Counties, and Other Agencies, Part 1, Powers and Duties Common to Cities, Counties, and Other Agencies, Chapter 2, Officers and Employees, Article 2.4, Ethics Training (Sections 53234 – 53235.2; 54952.

3. Title 2, California Code of Regulations, section 18730, Provisions of Conflict of Interest Codes.

4. 2024/2025 Form 700 Statement of Economic Interests Reference Packet.

5. California Fair Political Practices Commission,1102 Q Street, Suite 3050, Sacramento, CA 95811, Toll-free advice line: (866) ASK-FPPC; (866) 275-3772; Telephone: (916) 322-5660Email advice: advice@fppc.ca.gov; Website: www.fppc.ca.gov.

6. FPPC Documents from Website:
    a. 2025 Statement of Economic Interests (SEI) – Form 700 Filing Officer Informational Fact Sheet Cities and Counties. E-filing: Form700@fppc.ca.gov. Advice E-mail: advice@fppc.ca.gov, FPPC Toll-Free Helpline: (866) 275-3772
    b. Form 700 Electronic Filing for an Agency's Internal Filers.
    c. 2024 Conflict of Interest Code Biennial Notice Instructions for Local Agencies.
    d. Local Government Agencies-Adopting & Amending Conflict of Interest Codes.
    e. Conflict of Interest Codes for State & Local Agencies.



City of Lincoln
Live. Life. Lincoln

September ___, 2025

The Honorable Alan V. Pineschi
Presiding Judge of the Superior Court
County of Placer
P. O. Box 619072
Roseville, CA 95661

Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603
Attn: Foreperson

RE: Response to 2024-2025 Placer County Grand Jury Report
Human Trafficking; An Unseen Crime

Dear Judge Pineschi:

The City of Lincoln's Police Department has reviewed the 2024-2025 Placer County Grand Jury Report titled "Human Trafficking: An Unseen Crime," and hereby submits its response to the findings and recommendations of the Grand Jury as requested.

Findings by the Grand Jury and the City of Lincoln Police Department's Response

F1: Due to incomplete information regarding human trafficking, there may not be adequate resources dedicated to human trafficking.

Response: Agree.

F8: The Commercial Sexual Exploitation of Children Task Force does not have representatives from all Placer County law enforcement agencies.

Response: Disagree, all Placer County law enforcement agencies participate in the CSEC. The exception to participation is the California Highway Patrol, which is a State agency.

RE: Response to 2024-2025 Placer County Grand Jury Report
"Human Trafficking: An Unseen Crime"
September ___, 2025

Recommendations by the Grand Jury and the City of Lincoln Police Department's Response

R1: All Placer County law enforcement agencies and Placer County Health and Human Services should increase efforts to identify and record human trafficking cases to better allocate resources by December 31, 2025.

Response: This recommendation has been implemented. The CSEC Memorandum of Understanding, a copy of which is enclosed, sets forth identification and recording procedures.

R2: Placer County Children's System of Care should encourage the Placer County Probation Department and all Placer County law enforcement agencies within Placer County be included in the Commercial Sexual Exploitation of Children Task Force to improve enforcement, communication, training and recordkeeping by November 1, 2025.

Response: This recommendation has already been implemented. The enclosed CSEC Memorandum of Understanding identifies all participating agencies.

* * * * *

This concludes and the City of Lincoln Police Department's response to the Grand Jury's findings and recommendations from its 2024-2025 report titled "Human Trafficking: An Unseen Crime." Please do not hesitate to contact the undersigned if you have questions regarding this response.

Sincerely,

Matt Alves
Public Safety Chief

Enclosure: CSEC Memorandum of Understanding

cc: Placer County Probation Department
Brian Passenheim
2929 Richardson Drive, Ste. B
Auburn, CA 95603

Stand Up Placer
11985 Heritage Oak Place, Ste. 200
Auburn, CA 95603

Crisis Intervention Services (Sierra Community House)

RE: Response to 2024-2025 Placer County Grand Jury Report
"Human Trafficking: An Unseen Crime"
September ___, 2025

948 Incline Way
Incline Village, NV 89451

Child Advocates of Placer County
1430 Blue Oaks Blvd., Ste. 260
Roseville, CA 95747

KidsFirst – Child Abuse Prevention Council of Placer County
516 Gibson Drive, Ste. 100
Roseville, CA 95678

DRAFT

RESPONSE TO PLACER COUNTY GRAND JURY REPORT FORM

Report Title: Conflict of Interest, Form 700, et. al.

Response Provided by: City of Lincoln by Mayor Holly Andreatta and City Manager Sean Scully

What is a Compliant Response?

Penal Code § 933.05 is very specific in what is required in a response. First, a respondent must address the findings listed in the report. There are only two responses allowed by the penal code. However, additional information is required if the respondent disagrees with a finding. If a report only lists findings and there are no recommendations, a response agreeing or disagreeing with each finding is not necessary.

FINDINGS

For purposes of subdivision (b) of Penal Code § 933.05, the respondent shall report one of the following two actions regarding each finding.

The respondent **agrees** with the finding.
The respondent **disagrees** wholly or partially with the finding; in which case the ***response shall specify the portion of the finding that is disputed and shall include an explanation of the reason(s) therefore.***

- I (we) **agree** with the finding(s) numbered: _____.
- I (we) **disagree** wholly or partially with the finding(s) numbered: 1-6.

  Describe any portions of the finding(s) that are disputed or not applicable; include an explanation of the reason(s).

RECOMMENDATIONS

For purposes of subdivision (b) of Penal Code § 933.05, the respondent shall report one of the following four actions regarding each recommendation.

The recommendation **has been implemented** with a summary regarding the implemented action.
The recommendation **has not yet been implemented**, but will be implemented in the future, ***with a timeframe for the implementation.***
The recommendation **requires further analysis**, ***with an explanation and the scope and parameters of an analysis or study, and a timeframe*** for the matter to be prepared for discussion. ***This timeframe shall not exceed six months from the date of publication of the grand jury's report.***
The recommendation **will not be implemented** because it is not warranted or is not reasonable, ***with an explanation***, therefore.

- Recommendations numbered _____ **have been** implemented.

  (Describe the implemented actions.)

- Recommendations numbered _____ **have not yet been** implemented but will be implemented in the future, with a targeted completion date of _____.

  Per Penal Code § 933.05(b)(2), a time frame for implementation must be included.

- Recommendations numbered _____ **require further analysis**. The further analysis will be completed by _____.

  Describe the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six (6) months from the date of publication of the grand jury report.

- Recommendations numbered 1-6 **will not be** implemented because they are not warranted or are not reasonable.

  Provide an explanation.

Signature: _____ Date: _____

Number of pages attached 5. (Resolution and written response.)

City of Lincoln
Live. Life. Lincoln

T

July ___, 2025

The Honorable Alan V. Pineschi
Presiding Judge of the Superior Court
County of Placer
P. O. Box 619072
Roseville, CA 95661

RE: Response to 2024-2025 Placer County Grand Jury Report
Conflict of Interest, Form 700 and Ethics Training Compliance

Dear Judge Pineschi:

The City of Lincoln has reviewed the 2024-2025 Placer County Grand Jury Report titled "Conflict of Interest, Form 700 and Ethics Training Compliance," and hereby submits its response to the findings and recommendations of the Grand Jury as requested.

Findings by the Grand Jury and the City's Response

F8: Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include Assembly Bill 1234 Ethics Training requirements in their conflict of interest codes.

Response to F8: Ethics training requirements are established by State law, which is incorporated into the City's conflict of interest code by reference, and do not require separate codification.

F10: Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include enforcement authority in their conflict of interest codes, leaving no defined consequences if a designated individual fails to timely file Form 700 or complete Assembly Bill 1234 Ethics Training.

Response to F10: The Political Reform Act articulates consequences and the means for enforcement, including oversight by the Fair Political Practices Commission ("FPPC").

F12: For Colfax, Lincoln and Loomis, incomplete information in recordkeeping for designated Form 700 filers prevented the grand jury from accurately assessing the timeliness of the findings.

Response to F12: This finding is not a statement of fact, but rather, a conclusory opinion. Lincoln disagrees with this finding. Lincoln's City Clerk's office has established internal procedures to document, track, and enforce Form 700 filings as well as ethics training for those designated. Additionally, all Form 700s are publicly available on the FPPC website.

F17: All local agencies' recordkeeping was difficult to review and often failed to contain necessary information.

Response to F17: This finding is not a statement of fact, but rather, a conclusory opinion. Lincoln disagrees with this finding.

F18: A lack of enforcement authority within all local agencies led to failures to receive timely ethics training.

Response to F18: This finding is not a statement of fact, but rather, a conclusory opinion. Lincoln disagrees with this finding.

Recommendations by the Grand Jury and the City's Response

R1: Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify those positions who shall receive Assembly Bill 1234 Ethics Training pursuant to Government Code section 53234-53235.2 by October 1, 2025.

Response to R1: Ethics training requirements are established by State law, which is incorporated into the City's conflict of interest code by reference, and do not require separate codification. Lincoln's City Clerk's office has established internal procedures to document, track, and enforce Form 700 filings as well as ethics training for those designated. Further, the City Clerk's office is in the process of increasing public transparency through the use of both DisclosureDocs (form 700 filers) and CampaignDocs (all campaign docs, Form 501, 460, etc.); IT solutions that will be publicly available on the City's website mid-2026. Therefore, this recommendation will not be implemented.

R2: Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify the city clerk is the responsible official to administer the Assembly Bill 1234 Ethics Training program, and function as the recordkeeper for ethics training records by October 1, 2025.

Response to R2: Lincoln's City Clerk's office has established internal procedures to document, track, and enforce Form 700 filings as well as ethics training for those designated. All records are available via a Public Records Act Request. Form 700 filings are publicly available on the FPPC website as well. Further, the City Clerk's office is in the process of increasing public transparency through the use of both DisclosureDocs (form 700 filers) and CampaignDocs (all campaign docs, Form 501, 460, etc.); IT solutions that will be publicly available on the City's website mid-2026. Therefore, this recommendation will not be implemented.

R3: Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should specify in their conflict of interest code actionable enforcement authority against individuals who fail to timely file Form 700 and/or fail to timely receive Assembly Bill 1234 Ethics Training by October 1, 2025.

Response to R3: The Political Reform Act articulates consequences and the means for enforcement, including oversight by the FPPC. This recommendation will not be implemented.

R4: Colfax, Lincoln, Loomis, and Roseville should create and maintain an annual database for all designated Form 700 filers in alignment with the FPPC filing year by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each Form 700 filer, the date of hire or initial service, the type of filing (assuming, annual, leaving), the deadline for filing, the date the form was filed, and whether the filing was timely.

Response to R4: Lincoln's City Clerk's office has established internal procedures to document, track, and enforce Form 700 filings as well as ethics training for those designated. All records are available via a Public Records Act Request. Form 700 filings are publicly available on the FPPC website as well. Further, the City Clerk's office is in the process of increasing public transparency through the use of both DisclosureDocs (form 700 filers) and CampaignDocs (all campaign docs, Form 501, 460, etc.); IT solutions that will be publicly available on the City's website mid-2026. Therefore, this recommendation will not be implemented.

R5: Auburn, Colfax, Lincoln, Loomis, and Rocklin should create and maintain a database of all individuals required to receive Assembly Bill 1234 Ethics Training by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each individual required to receive ethics training, the date of hire or the date the position was assumed which required ethics training, the deadline for receiving ethics training (one year/two years), the date ethics training was received, and whether ethics training was timely. The training records should be maintained for five years.

Response to R5: Lincoln's City Clerk's office has established internal procedures to document, track, and enforce Form 700 filings as well as ethics training for those designated. All records are available via a Public Records Act Request. Form 700

filings are publicly available on the FPPC website as well. Further, the City Clerk's office is in the process of increasing public transparency through the use of both DisclosureDocs (form 700 filers) and CampaignDocs (all campaign docs, Form 501, 460, etc.); IT solutions that will be publicly available on the City's website mid-2026. Therefore, this recommendation will not be implemented.

R6: Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should create a plan to increase oversight with a goal to achieve 100% timely Form 700 filings and ethics training, by November 1, 2025.

Response to R6: Lincoln's City Clerk's office strives to achieve timely performance, and has established internal procedures to document, track, and enforce Form 700 filings as well as ethics training for those designated. All records are available via a Public Records Act Request. Form 700 filings are publicly available on the FPPC website as well. ***In fact, the Grand Jury's report identified no untimely filers for the period evaluated.*** Further, the City Clerk's office is in the process of increasing public transparency through the use of both DisclosureDocs (form 700 filers) and CampaignDocs (all campaign docs, Form 501, 460, etc.); IT solutions that will be publicly available on the City's website by the third quarter of 2026. Therefore, this recommendation will not be implemented.

* * * * *

This concludes Mr. Scully and the City's response to the Grand Jury's findings and recommendations from its 2024-2025 report titled "Conflict of Interest, Form 700 and Ethics Training Compliance." Please do not hesitate to contact the City if you have questions regarding this response.

Sincerely,

Sean Scully
City Manager

Holly Andreatta, Mayor
City Council

cc: Placer County Grand Jury
Attn: Foreperson
11532 B Avenue
Auburn, CA 95603

STAFF REPORT

Item Number 7.D

SUBJECT: Waive Second Reading and Adopt by Title only an Ordinance Establishing a Development Agreement between the City of Lincoln and Stardust 80, A California Limited Partnership in Association with the Stardust Project. (Mikaela Noble)

SUBMITTED BY: Mikaela Noble

DEPARTMENT: Community Development

DATE: August 26, 2025

STAFF RECOMMENDATION:
Staff recommends that the City Council determine that an Addendum to the Village 1 Specific Plan EIR (SCH #2010102018) for the Stardust project was previously adopted by the City Council, and therefore, no additional environmental review is required; and waive second reading and adopt by title only Ordinance 1097B, establishing a Development Agreement between the City of Lincoln and Stardust 80, A California Limited Partnership in association with the Stardust project for the development of approximately 78 acres within the Village 1 Specific Plan Area.

BACKGROUND/INTRODUCTION:
On August 12, 2025, the City Council waived first reading and introduced by title only Ordinance 1097B, establishing a Development Agreement between the City of Lincoln and Stardust 80, A California Limited Partnership for the development of approximately 78 acres of VLDR-zoned property within the Village 1 Specific Plan Area; and found the Ordinance is exempt from further environmental review under the California Environmental Quality Act (CEQA).

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).

FISCAL IMPACT:
Although the City will carry forward a liability, Developers will comply with any outstanding assessment district or community facilities district annexation requirements outlined in the Development Agreement and project Conditions of Approval which serve to offset the cost of

services being provided by the City.

ATTACHMENTS:
Ordinance 1097B.pdf

ORDINANCE 1097B

AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LINCOLN AND STARDUST 80, A CALIFORNIA LIMITED PARTNERSHIP FOR THE DEVELOPMENT OF APPROXIMATELY 78 ACRES (STARDUST PROJECT) WITHIN THE VILLAGE 1 SPECIFIC PLAN AREA

WHEREAS, the City of Lincoln ("City") received an application from Stardust 80, A California Limited Partnership ("Developer") for the Stardust 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 Stardust Project includes residential uses and open space consistent with the Village 1 land use designations and applicable development standards for the Stardust Project site; and

WHEREAS, on November 27, 2012, the City Council of the City of Lincoln certified the Final Environmental Impact Report (FEIR) for the Village 1 Specific Plan (State Clearinghouse No. 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 an additional 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 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, all mitigation measures identified within the previously certified EIR shall remain applicable to the proposed Project and will mitigation or avoid significant environmental impacts; and

WHEREAS, the Stardust Project includes the following entitlements: Resolution 2024-157 (Addendum), Resolution 2024-158 (Large Lot Tentative Subdivision Map), Resolution 2024-159 (Small Lot Tentative Subdivision Map) and this Development Agreement; and

WHEREAS, there is no evidence that implementation of the Project Development Agreement would result in any new significant environmental impacts or substantial increases in the severity of significant effects previously identified in the certified Village 1 Specific Plan EIR, as supplemented in 2023, as documented in the Addendum prepared for the Project; and

WHEREAS, the City Council conducted a public hearing on this matter on August 12, 2025.

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

Section 1. **Incorporation of Recitals.** The City Council hereby incorporates by reference the recitals set forth above.

Section 2. **Development Agreement.** Pursuant to Section 18.84.070 of the Lincoln Municipal Code, the City Council finds and determines as follows:

a. The Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan. The Stardust Project will increase the City's housing stock (Policy LU-1.7) and provide onsite open space (Policy LU-15.18) and pedestrian-friendly circulation that will connect to the City's ultimate trail network consistent with General Plan policies LU-1.6, Goal T-5, and related policies.

b. The Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the Village 1 Specific Plan ("Specific Plan") because the Stardust Project will develop residential land uses; provide and connect to utility systems; and provide open space and protect wetlands and other sensitive habitats.

c. The Development Agreement is compatible with the uses authorized by the Village 1 General Development Plan ("GDP") because the proposed project abides by the land use designations and development standards prescribes by the GDP.

d. The Development Agreement conforms to public convenience, general welfare, and good land use practices in furtherance of orderly planning efforts.

e. The Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole.

f. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values.

g. The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5 because it will vest development rights and assurances to the Developer and will ensure that the Developer will be able to proceed with the development of the Stardust Project in accordance with the City's rules, regulations, and official policies in effect on the effective date of the Development Agreement, subject to the conditions of approval.

Section 3. **CEQA Analysis.** 3. The Development Agreement would not result in any new significant impacts or substantially increase the severity of significant impacts identified in the previous EIR.

Section 4. **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 5. **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.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lincoln held on 26th day of August, 2025, by the following vote:

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

_____
Holly Andreatta, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF LINCOLN AND STARDUST 80
RELATIVE TO THE DEVELOPMENT KNOWN AS STARDUST**

This Development Agreement ("Agreement") is entered into this _____day of_____, by and between the CITY OF LINCOLN, a municipal corporation ("City"), and STARDUST 80, a California limited partnership ("Developer"), pursuant to California Government Code Section 65864 et seq.

Recitals

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the Legislature of the State of California adopted Government Code Sections 65864 et seq. ("Development Agreement Statute"), which authorizes City to enter into an 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 those certain parcels of land, Assessor's Parcel Number: 021-274-040-000, consisting of approximately 78 acres located within City's limits as depicted in Exhibit "A" and more particularly described in Exhibit "B" ("Property"), attached hereto and incorporated herein by reference.

D. Developer's Interest. Developer represents that it has a fee title interest in the Property, 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 residential uses, recreation center, trails, and open space uses as depicted in Exhibit "C" attached hereto and in accordance with the General Development Plan.

F. Project Background and Approvals. In addition, on September 26, 2023, by Resolution No. 2023-179, City certified the Supplemental Final Environmental Impact Report for the Village 1 Specific Plan Amendment and by Resolution 2023-180, approving the Village 1 Specific Plan Amendment (SPA).

1. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on November 27th, 2012, by Resolution No. 2012-195, City certified the Village 1 Specific Plan Environmental Impact Report ("EIR") and adopted a Mitigation Monitoring Program ("MMP"). The City Council finds the Project is consistent with the Specific Plan and that no further environmental documents relating to this Agreement are 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 shows 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 EIR and the MMP 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 concurrently with this Agreement.

2. Approved Land Use Entitlements. For the Property, City has approved the following land use entitlements in furtherance of the Project ("Entitlements"):

(a) A General Plan Amendment for the Property to amend the Land Use Diagram in City's General Plan as approved by Resolution No. 2013-148, dated July 9th, 2013;

(b) A Specific Plan for the Village 1 area adopted by Resolution No. 2012-197 dated November 27th, 2012 ("Specific Plan");

(c) Ordinance No. 1070B, dated October 10, 2023, for an Amendment to the Village 1 General Development Plan for development of the Property originally adopted by Ordinance No. 873B, dated December 11th, 2012("General Development Plan")

(d) Resolution No. 2023-180, dated October 10, 2023, for an Amendment to the Village 1 Specific Plan for development of the Property ("Specific Plan Amendment");

(e) A Large Lot Tentative Subdivision Map for the Property adopted by Resolution No._____, dated _____ ("Large Lot Map");

(f) A Tentative Subdivision Map for the Property adopted by Resolution No. _____, dated _____ ("Tentative Map") in compliance with the provisions of California Government Code Section 66473.7; and

(g) Ordinance No. _____, dated _____, adopting this Agreement ("Adopting Ordinance").

G. Consistency with General Plan. 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 on-site and off-site 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 not enter into this Agreement nor develop the Project.

I. Environmental Mitigation. The parties understand that the EIR was intended to be used in connection with this Agreement and each of the Entitlements listed above. Consistent with the California Environmental Quality Act ("CEQA"), City agrees to use the EIR 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 by way of example 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(g) 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 1.17.

"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 2.9.

"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 have the meaning set forth in Section 1.5.1.

"EIR" shall mean the environmental impact report 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.

"Financing Plan Reimbursement Fee" shall have the meaning set forth in Section

3.2.2.

"General Development Plan" shall have the meaning set forth in Recital F.2(c) 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" (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 and any subsequently approved amendments are incorporated into this Agreement by this reference.

"Large Lot Map" shall mean the Large Lot Tentative Subdivision Map for the Project as set forth in Recital F.2(e).

"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 3.5.

"Mitigation Fee Act" means California Government Code Sections 66000 to 66025 (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.

"Non-Participating Landowners" shall mean landowners who did not advance-fund the costs to prepare the Infrastructure Financing Plan, but whose properties will be benefitted by public improvements constructed by or funded by the Participating Developers through participation in the Infrastructure Financing Plan.

"Open Space Preservation Areas" shall have the meaning set forth in Section 2.6.4.

"Permitted Delay" shall have the meaning set forth in Section 5.3.

"Participating Developers" shall mean Lake Development and the Village 1 Ownership Group, which is comprised of Silverado Hidden Hills LLC, Leavell Ranch Partnership, East Lincoln Associates LLC, Sunset Tartesso LLC, and Bella Rosa LLC, all of whom advance-funded the costs to prepare the Infrastructure Financing Plan and are eligible for reimbursement through the Financing Plan Reimbursement Fee.

"Permitted Delay Notice" shall have the meaning set forth in Section 5.3.

"PFE Fee" shall have the meaning set forth in Section 3.1.

"PFE Fee Policy" shall have the meaning set forth in Section 3.1.

"PFE Fee Program" shall have the meaning set forth in Section 3.1.

"Plan Area Fee" shall have the meaning set forth in Section 3.2.1.

"Plan Area Fee Program" shall have the meaning set forth in Section 3.2.1.

"Project" means the overall development of the Property pursuant to this Agreement and the Entitlements.

"Property" means those parcels 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 2.2.

"Specific Plan" (SP) means the Village 1 Specific Plan adopted by the City Council on November 27th, 2012 as set forth in Recital F.2(b).

"Specific Plan Amendment" (SPA) means the Village 1 Specific Plan Amendment adopted 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.

"Tentative Map" means the Tentative Subdivision Map for the project as set forth in Recital F.2(f).

"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 is the fee owner and holds a legal 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 1.19 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.

1.5.1 Term. The term of this Agreement shall commence upon _____[insert date] ("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. 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 a Negative Declaration, 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) Parties Required to Amend. Where a portion of Developer's rights or obligations have been transferred, assigned, and assumed in accordance with this Agreement, the signature of the person or entity to whom such rights or obligations have been assigned shall not be required to amend this Agreement unless such amendment would materially alter the rights or obligations of such assignee, provided thirty (30) days' prior written notice of any amendment is provided to such person or entity by the amending parties. In no event shall the signature or consent of any non-assuming assignee be required to amend this Agreement.

1.7.1 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 period of time allowed by applicable statute, whichever is longer.

1.8.4 Subsequent Approvals; Application of Agreement. City shall accept for processing and 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 Article.

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 the form attached hereto as Exhibit "D" ("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 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. Transferor shall, within ten (10) days of the execution of the Transfer Agreement, provide City notice of the transfer pursuant to the notice provisions of 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; (ii) by overnight courier or hand delivery; or (iii) by facsimile with original forwarded by U.S. Mail, addressed as follows, with email copies 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
Notice to Developer:	Stardust 80 P.O. Box 1305 Loomis, CA 95650 Attention: Clifford Stokes Telephone: (916) 712-7610 Email: cstokes@pactrim.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 fax machine, as evidenced by the sending party's facsimile 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, the Large Lot Tentative Map conditions of approval, and/or the conditions of approval for any Small Lot Tentative Subdivision Map for the Project, the terms and provisions of this Agreement shall control. Developer acknowledges the obligations imposed by the Infrastructure Financing Plan, as

amended from time to time, impose separate and distinct obligations that are binding upon Developer.

1.12 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.

1.13 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.

1.14 Rules, Regulations and Policies. Except as set forth in Sections 1.16, 1.17, 1.18 and 1.19, 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.

1.15 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 selected by City, 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 1.12 or 1.17, 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.

1.16 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 construction codes as approved by City.

1.17 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. In the event that 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. In the event that 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.

1.18 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.

1.19 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.

1.20 Phasing. Developer may choose the size of and 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 2
DEVELOPER OBLIGATIONS

2.1 Fee Obligations. Subject to certain fee credits and/or fee reimbursements as set forth in Article 4, Developer shall pay only those Exactions listed in Exhibit "E" hereto and fees identified in this Agreement including, but not limited to the fees identified in this Article. 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. 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.

2.2 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 per the Large Lot Tentative Map conditions of approval, and/or the conditions of approval for any Small Lot Tentative Subdivision Map for the Project, and as set forth in the Infrastructure Financing Plan ("Public Improvements"). 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 1.14 and 1.15 below. Subject to Section 1.19 regarding the timing of development, the timing for completion of the Public Improvements shall be as set forth in the Infrastructure Financing Plan.

2.3 Water.

2.3.1 Water Facilities. Developer shall construct, with the construction of the Roadway Frontage, a 12-18" water transmission main along the frontage of the Project, and to connect Highway 193/ McBean Park Drive, where not already constructed by others, as outlined in the Infrastructure Financing Plan and as per the Large Lot Tentative Map conditions of approval, and/or the conditions of approval for any Small Lot Tentative Subdivision Map for the Project. Developer shall design and construct a waterline within the Oak Tree Lane extension from McBean Park Drive through the Project site and a temporary (interim) waterline that will loop from the south boundary of the Stardust Project (the north boundary of the Leavell property) to the eastern termination of the Hidden Hills project, creating a looped waterline through Oak Tree Lane and McBean Park Drive, unless portions of such waterline section are constructed by others.

2.3.2 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.

2.3.3 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. 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.

2.3.4 Water Supply Verification. City acknowledges and agrees that Developer has complied with the terms of California Government Code Section 66473.7 for the Project.

2.4 Drainage. Developer shall design the drainage system for the Project in accordance with all applicable regulations and criteria, including hydro modifications associated with Phase 2 of the Municipal General NPDES Permit currently in force and in accordance with the Village 1 Master Drainage report.

2.5 Wastewater. Developer shall construct backbone infrastructure improvements including a sewer lift station for collection system (gravity sewer mains, sewer pump station, and

force mains) necessary to serve the Project and in accordance with the Infrastructure Finance Plan. Developer shall be entitled for 3rd party reimbursement from parties benefitting from a lift station, if it is not part of the Infrastructure Financing Plan.

2.6 Parks and Open Space.

2.6.1 Park Dedication and Fee Requirements. City requires Developer to provide neighborhood parks and regional parks for recreational activities at the Property based upon the ratios and population factors per land density set forth in the Specific Plan.

2.6.2 Satisfaction of Regional Park Obligations. City hereby agrees and acknowledges that Developer's payment of the PFE Fee regional park fee component and Plan Area Fee regional park land acquisition fee component shall fully satisfy Developer's regional park obligations.

2.6.3 Satisfaction of Neighborhood Park Obligations. Developer's neighborhood park obligations shall be satisfied by a payment of Plan Area Fees. Developer shall pay the neighborhood park development fee component and the neighborhood park land acquisition fee component of the Plan Area Fee in accordance with the Infrastructure Financing Plan. Developer shall receive credit toward any on-site park being dedicated with the small lot final map.

2.6.4 Open Space Preservation Areas. City, and or local, State, or Federal regulatory agencies, including but not limited to the United States Army Corps of Engineers may require Developer to preserve open space and/or enhance wildlife habitat and wetland mitigation areas in designated open space areas at the Project ("Open Space Preservation Areas"). If the regulatory agency requires compensatory mitigation and monitoring, such as wetland creation, riparian plantings, or oak tree plantings, Developer shall complete any required monitoring and maintenance of the Open Space Preservation Areas until the end of the agency- required monitoring period. City shall accept, maintain, and monitor the Open Space Preservation Areas after the end of the agency-required monitoring period provided: (1) Developer has prepared and submitted a baseline condition report that verifies the habitat has been established to the agencies or agencies' satisfaction; and (2) City and/or Developer has established a financing mechanism for ongoing maintenance of the Open Space Preservation Areas consistent with Section 3.7.2. If compensatory mitigation and monitoring are not required, Developer may transfer ownership of the Open Space Preservation Area prior to recordation of a final map provided City has approved a baseline condition report and Developer has established an adequate funding mechanism for the ongoing maintenance of the Open Space Preservation Area. Open Space Preservation Areas shall be consistent with City's current overall open space management plan, provided nothing herein shall require Developer to violate the terms and conditions of its permit(s) applicable to said Open Space Preservation Areas. Additionally, City hereby agrees that as part of its negotiations with the United States Army Corps of Engineers regarding its overall open space management plan, City will request a provision allowing it to accept Open Space Preservation Areas established under existing permits, and to maintain said Open Space Preservation Areas pursuant to the terms and conditions of its overall open space management plan. In addition, City will adhere to recently approved and adopted Placer County Conservation Plan (PCCP) and any final permit requirements with the PCCP obtained permit.

2.6.5 Trails. Developer shall construct trail facilities as shown on the Tentative Map, with the improvement plans associated with the final map of which the trail facility is a part.

2.7 Oak Tree and Swainson's Hawk Mitigation. Developer shall mitigate for the potential impacts to oak tree resources and Swainson's Hawk foraging area as provided in the EIR. Provided that such a plan is available, Developer may, in its sole discretion, provide mitigation through the payment of fees for the Foothill area pursuant to the Placer County Habitat Conservation Plan. Payment of mitigation fees into the Placer County Habitat Conservation Plan for Swainson's Hawk and oak tree mitigations, if available, shall satisfy the mitigation requirements for those items in the Village 1 EIR.

2.8 Infrastructure, Maintenance and Public Services Finance.

2.8.1 Infrastructure Finance. As further set forth in the Tentative Map conditions of approval and Infrastructure Financing Plan, prior to approval of a small lot final map, 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") or Bond Opportunities for Land Development (BOLD) Community Facilities District (CFD) Financing Program 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 may 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.

(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.

2.9 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 and facilities associated with or needed to serve the Property as identified in the Infrastructure Financing 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 Infrastructure and Public Facilities Financing Plan prepared by Economic and Planning Systems and dated August 2016 (collectively, "City Acknowledgments"). As more particularly described in Chapter 8 of Volume 1 of the Infrastructure Financing Plan, the funding mechanisms will include the following: (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 implementation of the funding mechanism(s) described in Section 2.8 above. 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 fund the required maintenance, City hereby agrees Developer shall be entitled to a reimbursement from the funding mechanism(s) for all sums previously paid or advanced by Developer for the interim maintenance. 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 2.9 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 $38.16 paid prior to building permit issuance, or an alternative financing mechanism acceptable to City. The fee of $38.16 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.

(c) Amounts and Effect of Alternative HOA Maintenance. If and to the extent the homeowner association for the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in Section 3.8, subject to City's satisfaction, to be exercised in its reasonable discretion, with the adequacy of the performance thereof secured by the homeowner association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be collected thereby shall be reduced by the annual savings to be realized by the districts from the performance of such maintenance obligations by the homeowner association and the relieving of the districts from having to perform such maintenance obligations.

2.9.1 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 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 Infrastructure and Public Facilities Financing Plan prepared by Economic and Planning Systems and dated August 2016(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 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 each acre 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 within the Stardust Project property (Developable Acreage), plus 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 the City for any prior years of protection coverage purchased by the City, plus interest, for the Project Property acreage plus 40% of the Project Property 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 no longer requires wildland fire protection as determined by the City of Lincoln, at which point Developer's annual payment obligation under this Section shall cease.

2.9.2 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 $246.21 paid prior to building permit issuance, or an alternative financing mechanism acceptable to City. The fee of $246.21 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.

2.10 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.

2.11 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 ($322.27) 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 $322.27 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 3
CITY OBLIGATIONS

3.1 Public Facilities Element Fee Program. City is currently in the process of updating its PFE fee program to include the public facilities required to serve the 2050 General Plan ("PFE Fee Program"). Upon adoption of the PFE Fee Program and the Public Facilities Element Implementation Plan and Policies ("PFE Policy"), 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.

3.1.1 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, City shall transfer the then existing credit balance held by Developer 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", Developer may at any time freely transfer and assign any unused PFE Fee credits to another developer within the Specific Plan area without obtaining City's consent. PFE Fee credits are eligible for reimbursement when funds are available pursuant to the PFE Policy. 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

3.1.2 Village 1 Non-Critical PFE Fees. As set forth in the Village 1 Infrastructure Finance Plan, if the developer is required to construct or install a Village 1 eligible fee program improvement, the developer shall be allowed to request A) reimbursement or B) fee credits in compliance with the same process as exists within the City of Lincoln PFE Fee program. The developer shall be required to install public improvements as identified in the development agreement and associated tentative and final maps. To the extent that additional improvements are needed beyond what is located within the conditions of approval or needed to serve the project identified within this development agreement, the City will meet and confer with the developer to discuss reimbursement options to help facilitate the improvements. The City shall not authorize pooling of fee credits except in limited scenarios as determined by the City Manager.

3.1.3 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.

3.1.4 PFE Fee Credits/Reimbursements Agreement. Prior to Developer commencing construction of any facility included in the PFE Fee Program, City shall enter into a PFE Fee credit/reimbursement agreement with Developer in the form attached hereto as Exhibit "G".

3.1.5 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.

3.2 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.

3.2.1 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.

3.2.2 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.

3.2.3 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.

3.2.4 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 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.

3.2.5 Plan Area Fee Credits/Reimbursements Agreement. Prior to Developer commencing construction of any public facility described in Article 3, City shall enter into a Plan Area Fee credit/fee reimbursement agreement with Developer in the form attached hereto as Exhibit "I".

3.2.6 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

3.3 Right-of-Way Acquisition. With respect to the acquisition of any off-site interest in real property required by Developer in order 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 in the event that 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, 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, in order 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, in the event that City fails to acquire such off-site property by negotiation or condemnation, the off-site improvements shall be conclusively deemed to be waived and Developer shall not be obligated to commence construction of the off-site improvements in accordance with Government Code Section 66462.5.

3.4 Review and Approval of Improvement Plans and Final Maps. To complete the improvement plan and final map review, City shall return first check prints to Developer a minimum of thirty (30) days from the date of the complete submittal package 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 a minimum of fifteen (15) days of City's receipt of such second submittal, review and verify that the plans submitted satisfactorily address all City comments. Within a minimum of 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.

3.5 Building Permits.

(a) City shall review construction drawings and master plans ("Master Plans") prior to construction of any model homes and production 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 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 (prior to production home permits); (3) the requirements of City of Lincoln Public Facilities Improvement Standards Section 2-5 has been satisfied for model home building permits and Section 2-6 has been satisfied for production home building permits, and (4) Developer has paid building permit 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) In the event that 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.

3.6 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.

3.7 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 4
ANNUAL REVIEW

4.1 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 in order 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.

4.2 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 5
DEFAULT, TERMINATION AND ENFORCEMENT

5.1 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-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 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 manner in which 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.

5.2 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.

5.3 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 hereinafter defined. 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 time 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.

5.4 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 6
DEFENSE AND INDEMNITY/HOLD HARMLESS

6.1 Defense and Indemnity. Developer shall indemnify, defend and hold City, its elected and appointed commissioners, officers, agents, and employees ("Indemnitees") harmless from and against any and all actual and alleged damages, claims, costs and liabilities, arising 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 arise 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. Developer shall not be obligated to indemnify, defend, or hold Indemnitees harmless for damages, claims, costs and liabilities arising out of Indemnitees' 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 the agreement providing the broadest indemnity and defense to Indemnitees shall govern the obligations between the parties.

ARTICLE 7
COOPERATION IN THE EVENT OF LEGAL CHALLENGE

7.1 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.

7.2 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 8
MISCELLANEOUS PROVISIONS

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 Partial Invalidity Due to Governmental Action. In the event 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 Venue. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

8.16 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

8.17 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 9
PROVISIONS RELATING TO LENDERS

9.1 Lender Rights and Obligations.

9.1.1 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.

9.1.2 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.

9.1.3 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.

9.1.4 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.

9.1.5 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 10
ENTIRE AGREEMENT AND EXHIBITS

10.1 Integration Clause and List of Exhibits. This Agreement consists of twenty-nine (29) pages and thirteen (13) Exhibits, 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 Agreement Form
Exhibit G	PFE Fee Credit/Reimbursement Agreement Form
Exhibit H	Village 1 – Infrastructure Finance Plan Fee Reimbursement Agreement Form
Exhibit I	Plan Area Fee Credit/Fee Reimbursement Agreement 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 _____, 2024, and Developer has caused this Agreement to be executed.

"City"

City of Lincoln,
A Municipal Corporation By:

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

"Developer"

Stardust 80, a California limited partnership

By: _____
Name: _____
Title: _____
Date:_____

ATTEST:

_____
City Clerk

_____
APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

OVERALL PROJECT MAP

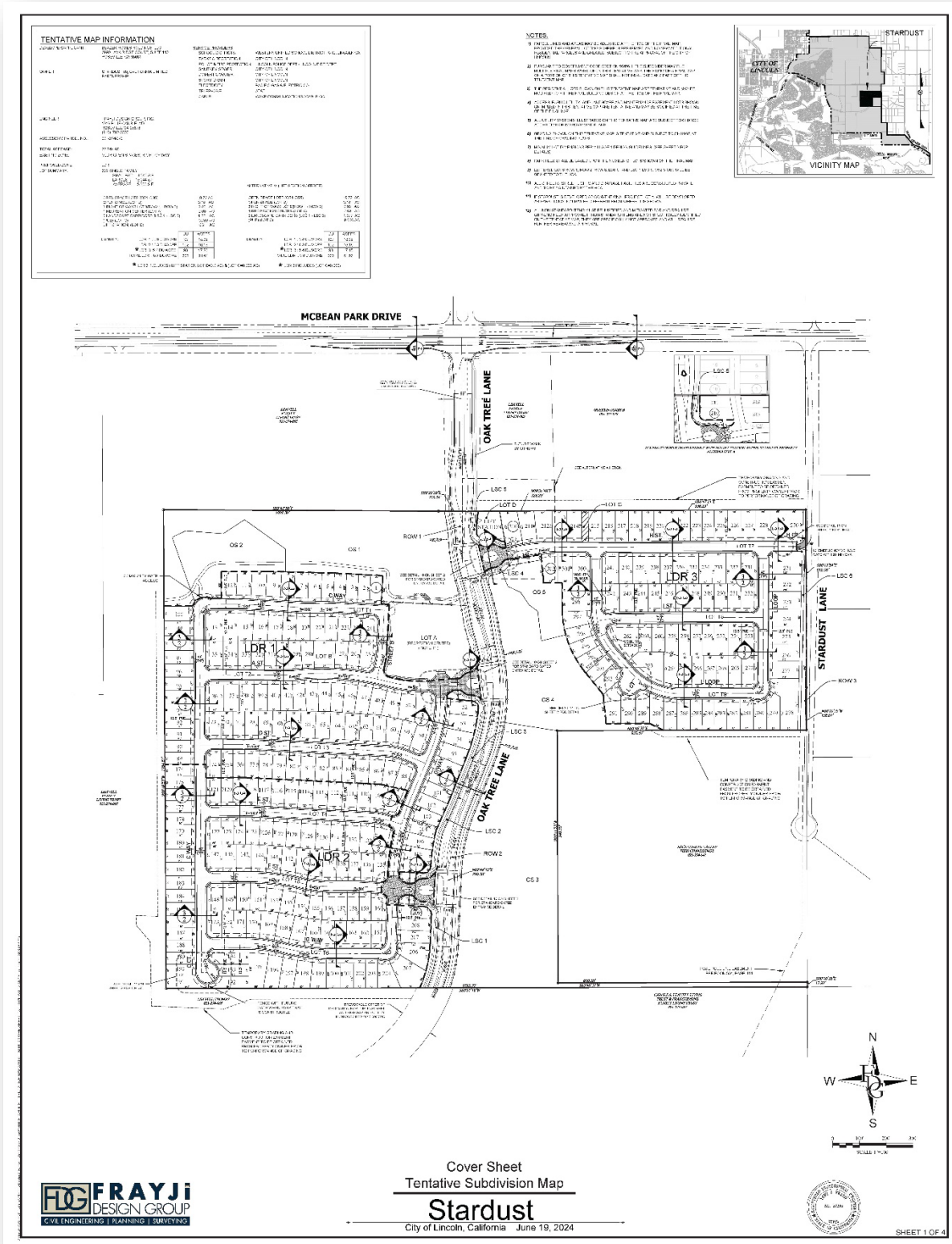


EXHIBIT B

LEGAL DECRIPTION OF PROPERTY

LEGAL DESCRIPTION - STARDUST

REAL PROPERTY IN THE CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH THE WEST ¼ CORNER OF SAID SECTION 18 BEARS NORTH 00° 16' 00" EAST 1980.00 FEET; THENCE FROM SAID POINT OF BEGINNING, SOUTH 00° 16' 00" WEST 662.95 FEET, TO A 2 INCH IRON PIPE MARKING THE SECTION CORNER COMMON TO SECTIONS 18 AND 19, TOWNSHIP 13 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTIONS 13 AND 24, TOWNSHIP 12 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE SOUTH 00° 19' 35" WEST 1115.75 FEET TO A ¾ INCH IRON PIPE TAGGED L.S. 3636; THENCE ALONG A FENCE LINE, NORTH 89° 40' 32" WEST 2392.28 FEET, TO A ¾ INCH IRON PIN TAGGED L.S. 4325; THENCE NORTH 00° 08' 39" EAST 1785.02 FEET TO A ¾ INCH IRON PIN TAGGED L.S. 4325; THENCE SOUTH 89° 14' 15"

EAST 1026.39 FEET; THENCE SOUTH 88° 54' 00" EAST 106.34 FEET; THENCE SOUTH 89° 59' 33" EAST

338.18 FEET TO A ¾ INCH IRON PIN TAGGED L.S. 4325; THENCE SOUTH 89° 44' 00" EAST 926.10 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE PROPERTY DESCRIBED IN DEED TO JAROL H. JANSEN, ET UX., RECORDED JUNE 27, 1947 IN BOOK 507 AT PAGE 141.

EXCEPTING THEREFROM THAT PORTION IN THE GRANT DEED DATED JANUARY 8, 1985, EXECUTED BY ALLEN C. CARMICHAEL, ET UX, TO ASSEMBLIES OF GOD NORTHERN CALIFORNIA AND NEVADA DISTRICT COUNCIL, INC., A CALIFORNIA CORPORATION, RECORDED FEBRUARY 4, 1985, IN BOOK 2772, PAGE 225, OFFICIAL RECORDS.

APN: 021-274-040

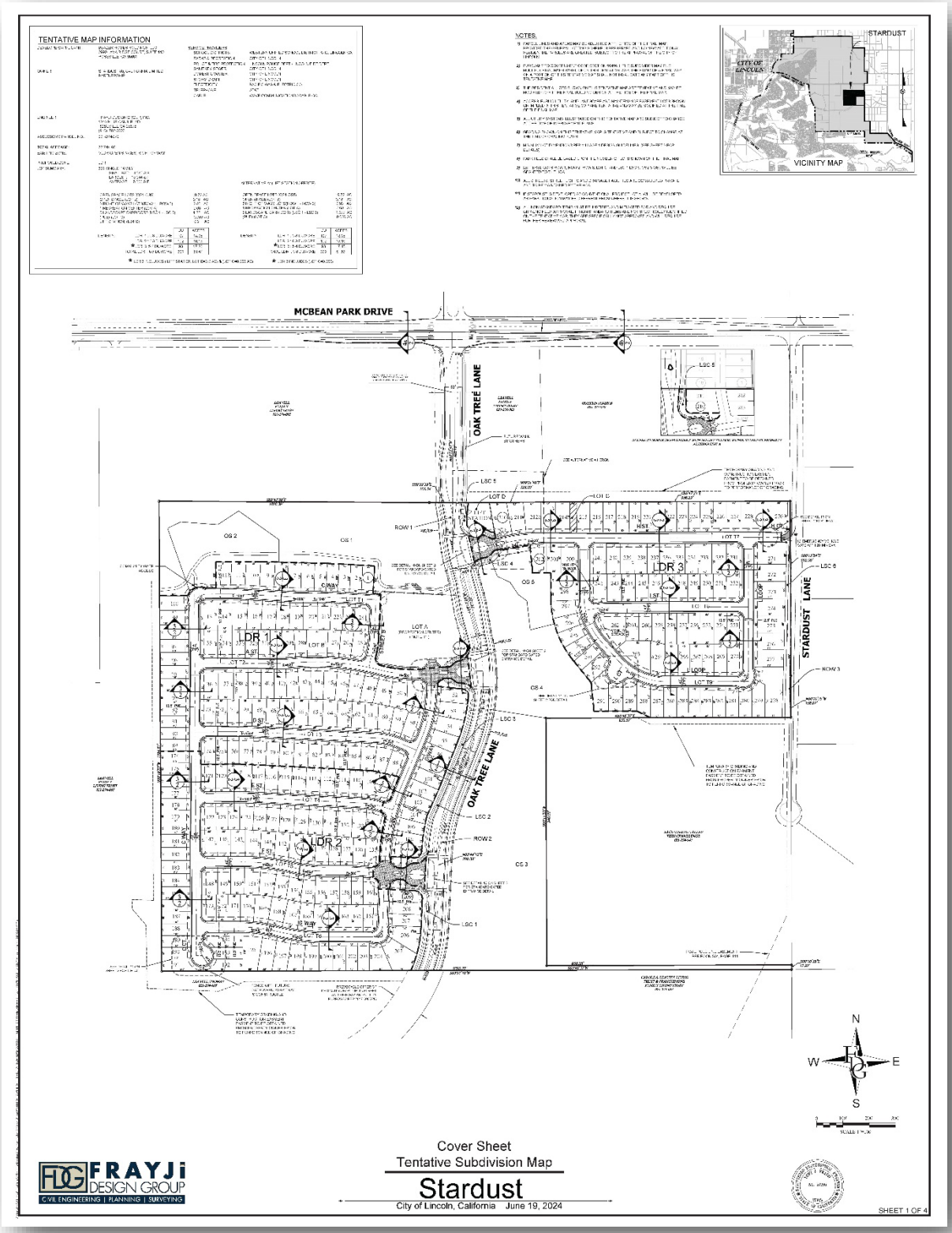

TENTATIVE MAP INFORMATION
NOTES
STARDUST
CITY OF LINCOLN
VICINITY MAP
MCBEAN PARK DRIVE
OAK TREE LANE
STARDUST LANE
LDR 1
LDR 2
LDR 3
LOT A
LOT B
LOT C
LOT D
LOT E
LOT F
LOT G
LOT H
LOT I
LOT J
LOT K
LOT L
LOT M
LOT N
LOT O
LOT P
LOT Q
LOT R
LOT S
LOT T
LOT U
LOT V
LOT W
LOT X
LOT Y
LOT Z
LOT AA
LOT AB
LOT AC
LOT AD
LOT AE
LOT AF
LOT AG
LOT AH
LOT AI
LOT AJ
LOT AK
LOT AL
LOT AM
LOT AN
LOT AO
LOT AP
LOT AQ
LOT AR
LOT AS
LOT AT
LOT AU
LOT AV
LOT AW
LOT AX
LOT AY
LOT AZ
LOT BA
LOT BB
LOT BC
LOT BD
LOT BE
LOT BF
LOT BG
LOT BH
LOT BI
LOT BJ
LOT BK
LOT BL
LOT BM
LOT BN
LOT BO
LOT BP
LOT BQ
LOT BR
LOT BS
LOT BT
LOT BU
LOT BV
LOT BW
LOT BX
LOT BY
LOT BZ
LOT CA
LOT CB
LOT CC
LOT CD
LOT CE
LOT CF
LOT CG
LOT CH
LOT CI
LOT CJ
LOT CK
LOT CL
LOT CM
LOT CN
LOT CO
LOT CP
LOT CQ
LOT CR
LOT CS
LOT CT
LOT CU
LOT CV
LOT CW
LOT CX
LOT CY
LOT CZ
LOT DA
LOT DB
LOT DC
LOT DD
LOT DE
LOT DF
LOT DG
LOT DH
LOT DI
LOT DJ
LOT DK
LOT DL
LOT DM
LOT DN
LOT DO
LOT DP
LOT DQ
LOT DR
LOT DS
LOT DT
LOT DU
LOT DV
LOT DW
LOT DX
LOT DY
LOT DZ
LOT EA
LOT EB
LOT EC
LOT ED
LOT EE
LOT EF
LOT EG
LOT EH
LOT EI
LOT EJ
LOT EK
LOT EL
LOT EM
LOT EN
LOT EO
LOT EP
LOT EQ
LOT ER
LOT ES
LOT ET
LOT EU
LOT EV
LOT EW
LOT EX
LOT EY
LOT EZ
LOT FA
LOT FB
LOT FC
LOT FD
LOT FE
LOT FF
LOT FG
LOT FH
LOT FI
LOT FJ
LOT FK
LOT FL
LOT FM
LOT FN
LOT FO
LOT FP
LOT FQ
LOT FR
LOT FS
LOT FT
LOT FU
LOT FV
LOT FW
LOT FX
LOT FY
LOT FZ
LOT GA
LOT GB
LOT GC
LOT GD
LOT GE
LOT GF
LOT GG
LOT GH
LOT GI
LOT GJ
LOT GK
LOT GL
LOT GM
LOT GN
LOT GO
LOT GP
LOT GQ
LOT GR
LOT GS
LOT GT
LOT GU
LOT GV
LOT GW
LOT GX
LOT GY
LOT GZ
LOT HA
LOT HB
LOT HC
LOT HD
LOT HE
LOT HF
LOT HG
LOT HH
LOT HI
LOT HJ
LOT HK
LOT HL
LOT HM
LOT HN
LOT HO
LOT HP
LOT HQ
LOT HR
LOT HS
LOT HT
LOT HU
LOT HV
LOT HW
LOT HX
LOT HY
LOT HZ
LOT IA
LOT IB
LOT IC
LOT ID
LOT IE
LOT IF
LOT IG
LOT IH
LOT II
LOT IJ
LOT IK
LOT IL
LOT IM
LOT IN
LOT IO
LOT IP
LOT IQ
LOT IR
LOT IS
LOT IT
LOT IU
LOT IV
LOT IW
LOT IX
LOT IY
LOT IZ
LOT JA
LOT JB
LOT JC
LOT JD
LOT JE
LOT JF
LOT JG
LOT JH
LOT JI
LOT JJ
LOT JK
LOT JL
LOT JM
LOT JN
LOT JO
LOT JP
LOT JQ
LOT JR
LOT JS
LOT JT
LOT JU
LOT JV
LOT JW
LOT JX
LOT JY
LOT JZ
LOT KA
LOT KB
LOT KC
LOT KD
LOT KE
LOT KF
LOT KG
LOT KH
LOT KI
LOT KJ
LOT KK
LOT KL
LOT KM
LOT KN
LOT KO
LOT KP
LOT KQ
LOT KR
LOT KS
LOT KT
LOT KU
LOT KV
LOT KW
LOT KX
LOT KY
LOT KZ
LOT LA
LOT LB
LOT LC
LOT LD
LOT LE
LOT LF
LOT LG
LOT LH
LOT LI
LOT LJ
LOT LK
LOT LL
LOT LM
LOT LN
LOT LO
LOT LP
LOT LQ
LOT LR
LOT LS
LOT LT
LOT LU
LOT LV
LOT LW
LOT LX
LOT LY
LOT LZ
LOT MA
LOT MB
LOT MC
LOT MD
LOT ME
LOT MF
LOT MG
LOT MH
LOT MI
LOT MJ
LOT MK
LOT ML
LOT MM
LOT MN
LOT MO
LOT MP
LOT MQ
LOT MR
LOT MS
LOT MT
LOT MU
LOT MV
LOT MW
LOT MX
LOT MY
LOT MZ
LOT NA
LOT NB
LOT NC
LOT ND
LOT NE
LOT NF
LOT NG
LOT NH
LOT NI
LOT NJ
LOT NK
LOT NL
LOT NM
LOT NN
LOT NO
LOT NP
LOT NQ
LOT NR
LOT NS
LOT NT
LOT NU
LOT NV
LOT NW
LOT NX
LOT NY
LOT NZ
LOT OA
LOT OB
LOT OC
LOT OD
LOT OE
LOT OF
LOT OG
LOT OH
LOT OI
LOT OJ
LOT OK
LOT OL
LOT OM
LOT ON
LOT OO
LOT OP
LOT OQ
LOT OR
LOT OS
LOT OT
LOT OU
LOT OV
LOT OW
LOT OX
LOT OY
LOT OZ
LOT PA
LOT PB
LOT PC
LOT PD
LOT PE
LOT PF
LOT PG
LOT PH
LOT PI
LOT PJ
LOT PK
LOT PL
LOT PM
LOT PN
LOT PO
LOT PP
LOT PQ
LOT PR
LOT PS
LOT PT
LOT PU
LOT PV
LOT PW
LOT PX
LOT PY
LOT PZ
LOT QA
LOT QB
LOT QC
LOT QD
LOT QE
LOT QF
LOT QG
LOT QH
LOT QI
LOT QJ
LOT QK
LOT QL
LOT QM
LOT QN
LOT QO
LOT QP
LOT QQ
LOT QR
LOT QS
LOT QT
LOT QU
LOT QV
LOT QW
LOT QX
LOT QY
LOT QZ
LOT RA
LOT RB
LOT RC
LOT RD
LOT RE
LOT RF
LOT RG
LOT RH
LOT RI
LOT RJ
LOT RK
LOT RL
LOT RM
LOT RN
LOT RO
LOT RP
LOT RQ
LOT RR
LOT RS
LOT RT
LOT RU
LOT RV
LOT RW
LOT RX
LOT RY
LOT RZ
LOT SA
LOT SB
LOT SC
LOT SD
LOT SE
LOT SF
LOT SG
LOT SH
LOT SI
LOT SJ
LOT SK
LOT SL
LOT SM
LOT SN
LOT SO
LOT SP
LOT SQ
LOT SR
LOT SS
LOT ST
LOT SU
LOT SV
LOT SW
LOT SX
LOT SY
LOT SZ
LOT TA
LOT TB
LOT TC
LOT TD
LOT TE
LOT TF
LOT TG
LOT TH
LOT TI
LOT TJ
LOT TK
LOT TL
LOT TM
LOT TN
LOT TO
LOT TP
LOT TQ
LOT TR
LOT TS
LOT TT
LOT TU
LOT TV
LOT TW
LOT TX
LOT TY
LOT TZ
LOT UA
LOT UB
LOT UC
LOT UD
LOT UE
LOT UF
LOT UG
LOT UH
LOT UI
LOT UJ
LOT UK
LOT UL
LOT UM
LOT UN
LOT UO
LOT UP
LOT UQ
LOT UR
LOT US
LOT UT
LOT UU
LOT UV
LOT UW
LOT UX
LOT UY
LOT UZ
LOT VA
LOT VB
LOT VC
LOT VD
LOT VE
LOT VF
LOT VG
LOT VH
LOT VI
LOT VJ
LOT VK
LOT VL
LOT VM
LOT VN
LOT VO
LOT VP
LOT VQ
LOT VR
LOT VS
LOT VT
LOT VU
LOT VV
LOT VW
LOT VX
LOT VY
LOT VZ
LOT WA
LOT WB
LOT WC
LOT WD
LOT WE
LOT WF
LOT WG
LOT WH
LOT WI
LOT WJ
LOT WK
LOT WL
LOT WM
LOT WN
LOT WO
LOT WP
LOT WQ
LOT WR
LOT WS
LOT WT
LOT WU
LOT WV
LOT WW
LOT WX
LOT WY
LOT WZ
LOT XA
LOT XB
LOT XC
LOT XD
LOT XE
LOT XF
LOT XG
LOT XH
LOT XI
LOT XJ
LOT XK
LOT XL
LOT XM
LOT XN
LOT XO
LOT XP
LOT XQ
LOT XR
LOT XS
LOT XT
LOT XU
LOT XV
LOT XW
LOT XX
LOT XY
LOT XZ
LOT YA
LOT YB
LOT YC
LOT YD
LOT YE
LOT YF
LOT YG
LOT YH
LOT YI
LOT YJ
LOT YK
LOT YL
LOT YM
LOT YN
LOT YO
LOT YP
LOT YQ
LOT YR
LOT YS
LOT YT
LOT YU
LOT YV
LOT YW
LOT YX
LOT YY
LOT YZ
LOT ZA
LOT ZB
LOT ZC
LOT ZD
LOT ZE
LOT ZF
LOT ZG
LOT ZH
LOT ZI
LOT ZJ
LOT ZK
LOT ZL
LOT ZM
LOT ZN
LOT ZO
LOT ZP
LOT ZQ
LOT ZR
LOT ZS
LOT ZT
LOT ZU
LOT ZV
LOT ZW
LOT ZX
LOT ZY
LOT ZZ
N
W
E
S
FRAYJi DESIGN GROUP
CIVIL ENGINEERING | PLANNING | SURVEYING
Cover Sheet
Tentative Subdivision Map
Stardust
City of Lincoln, California June 19, 2024
SHEET 1 OF 4

EXHIBIT C

LAND USE MAP



EXHIBIT D

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.

AGREEMENTS

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: _____

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT B

PFE CREDITS ALLOCATED TO SUBJECT PROPERTY

		NON-CRITICAL PFE FEE CREDITS IN DOLLARS				EDU CREDITS
Recorded Final Map	No. of Acres	Water	Wastewater	Transportation	Drainage	Sewer Connections
		$ .00	$ .00	$ .00	$ .00	0.00
		$ .00	$ .00	$ .00	$ .00	0.00
		$ .00	$ .00	$ .00	$ .00	0.00

NOTE: The transfer of sewer connections are based on the number of EDU, not a specific dollar amount. The sewer connections will be applied to building permits per the EDU factors identified in the PFE Program.

VERIFICATION

The City of Lincoln hereby verifies that the PFE Credits listed above are currently owned by BUYER and available for transfer to SELLER.

By: _____
Name: _____
Title: Director

DRAFT

Exhibit E
Exactions Applicable to Project

City of Lincoln Building Permit and Miscellaneous Fees
Building Permit Fee [1]
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)
City Water
Connection Fee
Drainage Impact Fee Sewer Connection
Fee Traffic Mitigation Fee
Community Services Fee

Plan Area Fees Potable Water Drainage
Wastewater Roadways Nonpotable
Water
Frontage Landscaping
Neighborhood Parks Land Acquisition
Neighborhood Parks Development Regional Park
Land Acquisition Trails

County and Regional Fees
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.

[1] Does not include electrical, plumbing, and mechanical permitting fees.

RECORDING REQUESTED BY
AND
WHEN RECORDED, MAIL TO:

_____
_____
_____
Attn:
_____

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

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

PFE FEE CREDITS TRANSFERRED

		NON-CRITICAL PFE FEE CREDITS			
Recorded Final Map	No. of Acres	Water	Wastewater	Transportation	Drainage
		$ .00	$ .00	$ .00	$ .00
		$ .00	$ .00	$ .00	$ .00
		$ .00	$ .00	$ .00	$ .00

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: Director of Support Services

CITY OF LINCOLN
PUBLIC FACILITIES ELEMENT (PFE) FEE CREDIT/REIMBURSEMENT AGREEMENT
VILLAGE 1

[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 Exh 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 contractto 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 regards 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.

CITY:

CITY OF LINCOLN,
a municipal
corporation

By: _____

Its: City Manager

ATTEST:

By: _____

Its: City Clerk

APPROVED AS TO CONTENT:

By: _____

Its: City Engineer

APPROVED AS TO CONTENT:

By: _____

Its: Director of Support Services

APPROVED AS TO FORM:

By: _____

Its: City Attorney

CONSTRUCTING OWNER:

(INSERT CONSTRUCTING OWNER SIGNATURE BLOCK)

_____

a _____

By: _____

Name: _____

Title: _____

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:

_____

a_____

_____

By:_____

_____ Name:

_____

ASSIGNEE/HOME BUILDER:

_____

a

_____ Title:

_____

_____ Date:

_____

By:_____

_____

Name:_____

Title:_____

Date:_____

Constructing Owner Contact:

Name:

_____

Address:

_____

Assignee/Home Builder Contact:

Name:_____

Address:_____

Telephone:

_____

Facsimile:

_____

E-Mail:

_____

Telephone:_____ Facsimile:___

E-Mail:_____

CITY OF LINCOLN
VILLAGE 1 - INFRASTRUCTURE FINANCE PLAN FEE REIMBURSEMENT AGREEMENT

[LIST CONSTRUCTING OWNER HERE] [LIST FACILITY HERE]

This Fee Reimbursement Agreement (the "Agreement") is entered into by and between the City of 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 Construction 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. "TRUE UP" OF FEE REIMBURSEMENT

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 exceed 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, Construction Owner shall deliver City copies of all as-built plans (if any), specifications, operating manuals, service manual, 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. 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 23. ATTORNEY'S FEES

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. 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 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. 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.

CITY:

CITY OF LINCOLN,
a municipal corporation

By: _____

Its: City Manager

ATTEST:

By:_____

Its: City Clerk

APPROVED AS TO CONTENT:

_____

By:_____

Its: City Engineer

APPROVED AS TO CONTENT:

By:_____

Its: Director of
Support Services

APPROVED AS TO FORM:

By:_____

Its: City Attorney

CONSTRUCTING OWNER:

(INSERT CONSTRUCTING OWNER SIGNATURE BLOCK)

_____

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT A

IDENTIFICATIONOF 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 FEE REIMBURSEMENTS TO AND APPLICATION OF INFRASTRUCTURE 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:	**ASSIGNEE/HOME BUILDER:**
_____	
a_____	a _____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Constructing Owner Contact:

Name:_____

Address:_____

Assignee/Home Builder Contact:

Name:_____ Address:_____

Telephone:_____

Facsimile:_____ E-Mail:_____

Telephone:_____

Facsimile:_____ E-Mail:_____

Recording requested by:

When recorded, mail to:

Attn.:

Space above this line for recorder's use only

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

STAFF REPORT

Item Number 7.E

SUBJECT: Execute Maintenance Agreement with Caltrans for the Moore Road Class 1 Trail Project. (Roland Neufeld)

SUBMITTED BY: Roland Neufeld

DEPARTMENT: Engineering

DATE: August 26, 2025

STAFF RECOMMENDATION:

Adopt a Resolution Authorizing the City Manager to Execute a Maintenance Agreement with the California Department of Transportation for the Moore Road Class 1 Trail Project.

BACKGROUND/INTRODUCTION:

The Moore Road Class 1 Trail Project will construct a Class 1 trail under a State Route 65 bridge adjacent to Auburn Ravine. When the State Route 65 bypass was constructed, Moore Road was bisected creating dead ends on either side of the bypass. The project will re-establish the connection of Moore Road for cyclists and pedestrians. See Attachment A for an exhibit showing the trail alignment.

The project is primarily located within the California Department of Transportation (Caltrans) right of way for State Route 65. As such, permitting from Caltrans is required. As part of the permitting process, Caltrans requires that the City of Lincoln enter into a maintenance agreement with Caltrans for the on-going maintenance of the improvements that the City intends to install within Caltrans' right of way, for the benefit of Lincoln residents.

Project design is nearing completion and staff anticipates applying for a Caltrans permit for construction by the end of the year. Caltrans requires that a fully executed maintenance agreement be submitted as part of the permit application.

FINDINGS/ANALYSIS:

Staff received a draft maintenance agreement from Caltrans that was reviewed by Public Works and Engineering staff as well as the City Attorney. Following a round of comments and revisions, a final agreement was determined to be acceptable by both Caltrans and the City of Lincoln (see Attachment B).

ENVIRONMENTAL REVIEW:

The proposed project qualifies for a categorical/statutory exemption under section 14 California Code of Regulations §§ 21080.25(b)(1) which states that projects defined as pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way are exempt from further environmental review under the California Environmental Quality Act Guidelines.

FISCAL IMPACT:

The project is an approved Capital Improvement project for fiscal year 2023/25.

The project is funded as follows:

Fund 2400 – Transportation PFE	$1,215,000
Total Project Funding	**$1,215,000**

Project expenses are as follows:

Engineering Design Services (Kimley-Horn)	($298,785)
Total Project Expenses	**($298,785)**

ATTACHMENTS:
Attachment A - Project Trail Alignment.pdf

Attachment B - Maintenance Agreement.pdf

Attachment C - Resolution.pdf

ATTACHMENT A

TRACKING No. 03-24-X-XX-1884			
DIST	COUNTY	ROUTE	POST MILES
03	PLA	65	14.47 TO 14.54

CITY OF LINCOLN

PROJECT PLANS FOR CONSTRUCTION OF

MOORE ROAD CLASS I TRAIL PROJECT
(CIP 613)
IN PLACER COUNTY



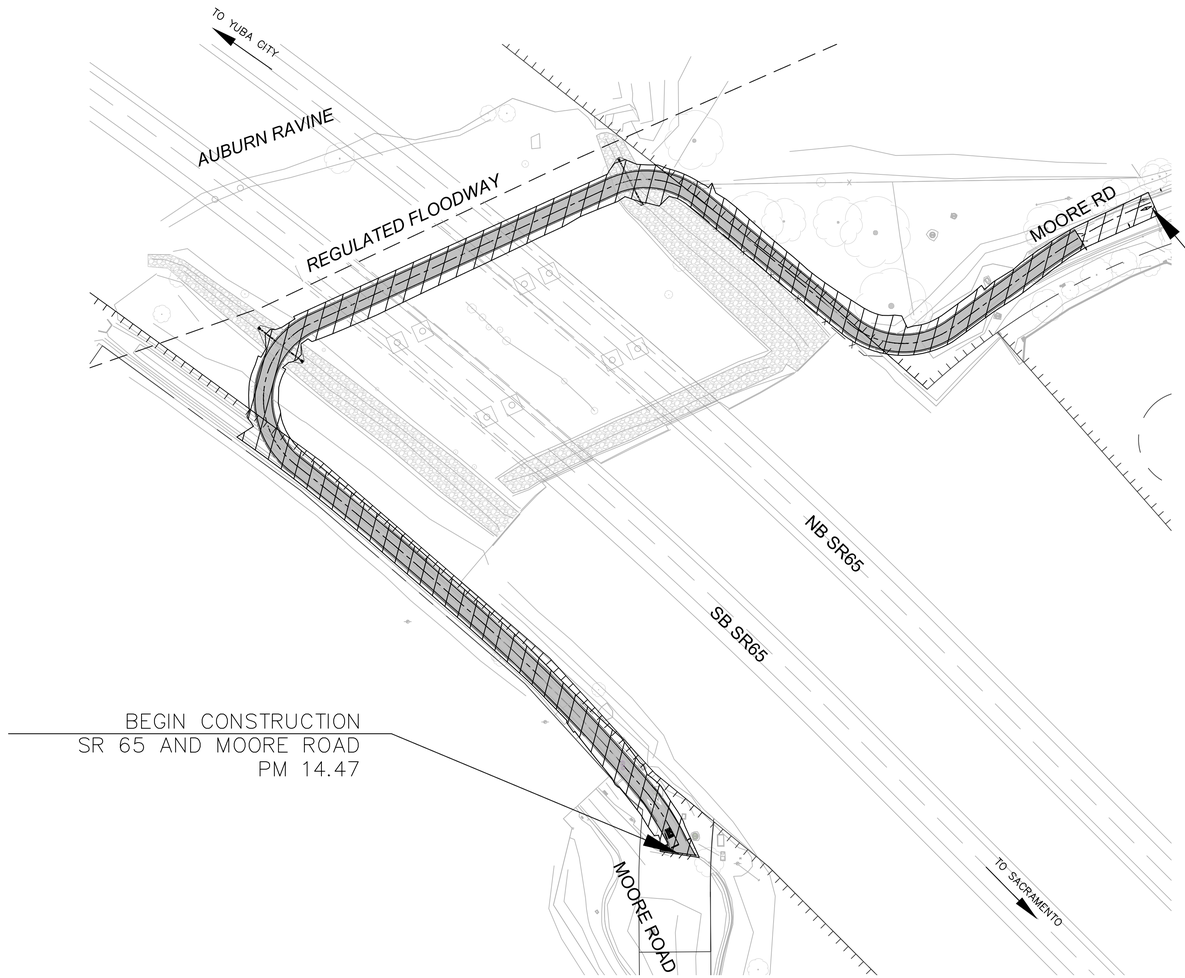


EXHIBIT A

CITY OF LINCOLN
MOORE RD CLASS I TRAIL PROJECT
TITLE SHEET

C:\Users\DANIEL~1.CAR\AppData\Local\Temp\AcPublish_13680\Moore Rd Trail_Maintentance Exhibit.dwg Feb 17, 2025 daniel.carley
XREFS: xTB_EXHIBIT xTB xVF xAE xBM_Concept_Option3 xBD xDR

TRACKING No. 03-24-X-XX-1884			
DIST	COUNTY	ROUTE	POST MILES
03	PLA	65	14.47 TO 14.54

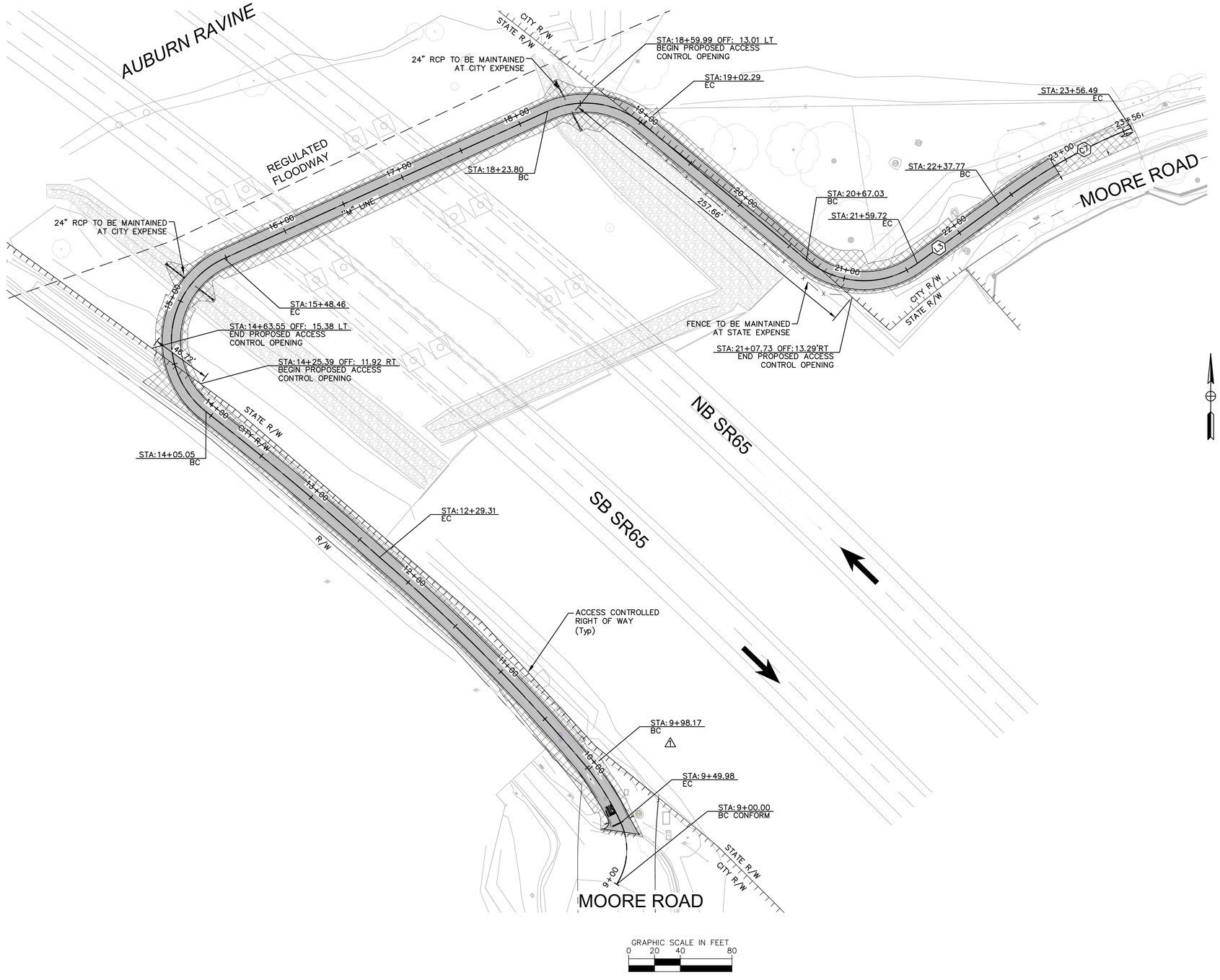


EXHIBIT A

CITY OF LINCOLN

MOORE RD CLASS I TRAIL PROJECT

LAYOUT PLAN

2 OF 2

C:\Users\DANIEL~1.CAR\AppData\Local\Temp\AcPublish_13680\Moore Rd Trail_Maintenance Exhibit.dwg Feb 17, 2025 daniel.carley
XREFS: xTB_EXHIBIT xTB xVF xAE xBM_Concept_Option3 xBD xDR

ATTACHMENT B

MAINTENANCE AGREEMENT
WITH THE CITY OF LINCOLN

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of LINCOLN; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed improvements within STATE's right of way by Encroachment Permit Number 0324-NMC-1884.

2. This AGREEMENT addresses CITY's responsibility for the Moore Road Class 1 Trail (including but not limited to striping pavement markings, bollards and signs, Storm Drain Culvert, graded ditches, and Rock Slope Protection), (collectively the "IMPROVEMENTS") placed within State Highway right of way on State Route 65, as shown on Exhibit A, attached to and made a part of this AGREEMENT.

3. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of IMPROVEMENTS as shown on said Exhibit "A."

4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the State Maintenance Manual.

5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this AGREEMENT.

   5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this AGREEMENT will be required.

6. CITY agrees, at CITY's expense, to do the following:

6.1. CITY will MAINTAIN or have authorized licensed contractor with appropriate class of license in the State of California, MAINTAIN IMPROVEMENTS conforming to those plans and specifications (P&S) pre-approved by STATE. CITY will have in place a valid necessary encroachment permits prior to the start of any work within STATE'S right of way.

6.1.1. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this AGREEMENT prior to the start of any work within STATE's right of way.

6.2. CITY shall ensure that IMPROVEMENTS areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.

6.2.1. To expeditiously MAINTAIN, replace, repair or remove from service any components of IMPROVEMENTS system that has become unsafe or unsightly.

6.3. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 3Maintenance at 703 B Street, Marysville, CA 95901.

6.4. CITY shall ensure IMPROVEMENTS within the AGREEMENT limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the IMPROVEMENTS in an expeditious manner.

6.5. COUNTY's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. LOCAL AGENCY shall discuss such possible art with STATE's District 3 Transportation Art Coordinator before conducting any graffiti removal or remediation.

6.6. To MAINTAIN all parking or use restrictions signs encompassed within the area of the IMPROVEMENTS.

6.7. To remove IMPROVEMENTS and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this AGREEMENT is terminated as set forth herein.

7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this AGREEMENT.

8. STATE shall issue encroachment permits to CITY at no cost to it.

9. STATE shall remove Persons Experiencing Homelessness (PEH), and any structures, personal property, debris, and/or other items related to the encampment from the Locations shown in Exhibit A, subject to STATE's Encampment Removal policy, MPD 1001 R 1 and applicable State and Federal law.

   Nothing in this AGREEMENT grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations shown in Exhibit A.

10. LEGAL RELATIONS AND RESPONSIBILITIES:

    10.1. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT or affect the legal liability of either PARTY to this AGREEMENT by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

    10.2. If during the term of this AGREEMENT, CITY should cease to MAINTAIN the IMPROVEMENTS_to the satisfaction of STATE as provided by this AGREEMENT, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove IMPROVEMENTS at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing IMPROVEMENTS, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

10.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

10.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

10.5. PREVAILING WAGES:

10.5.1. Labor Code Compliance- If the work performed under this AGREEMENT is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

10.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this AGREEMENT is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall

include all prevailing wage requirements set forth in CITY's contracts.

11. INSURANCE

11.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence, $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the IMPROVEMENTS location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

11.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence, $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this AGREEMENT.

12. TERMINATION - This AGREEMENT may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this AGREEMENT may be grounds for a Notice of Termination by STATE.

13. TERM OF AGREEMENT -This AGREEMENT shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

14. ELECTRONIC SIGNATURES – Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT,

and shall have the same force and effect as manual signatures for this AGREEMENT.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF LINCOLN

By: _____
Mayor

Initiated and Approved

By: _____
CITY Manager

ATTEST:

By: _____
CITY Clerk

By: _____
CITY Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Deputy District Director
Maintenance District 3

ATTACHMENT C

RESOLUTION 2025 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AGREEMENT BETWEEN THE CITY OF LINCOLN AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE MOORE ROAD CLASS 1 TRAIL PROJECT

WHEREAS, the Fiscal Year 2023/25 Budget includes $1,215,000 for CIP 613 – Moore Road Class 1 Trail Project; and

WHEREAS, the project is funded by Fund 2400: Transportation PFE funds; and

WHEREAS, the proposed project will re-connect the two disconnected ends of Moore Road underneath State Route 65 with a Class 1 trail for bicyclists and pedestrians; and

WHEREAS, the proposed Class 1 trail will be predominantly within Caltrans right of way; and

WHEREAS, Caltrans requires a maintenance agreement between the City of Lincoln and Caltrans for the long-term maintenance of improvements that will be installed within Caltrans right of way as part of the project; and

WHEREAS, Caltrans submitted a draft maintenance agreement that was reviewed by Engineering and Public Works staff as well as the City Attorney, and after a round of comments and revisions, was found to be acceptable by both the City of Lincoln and Caltrans.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of the City of Lincoln does hereby authorize the City Manager to execute a Maintenance Agreement between the State of California Department of Transportation and the City of Lincoln for the Moore Road Class 1 Trail Project.

PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

AYES: Coucilmembers:
NOES: Coucilmembers:
ABSENT: Coucilmembers:
ABSTAIN: Coucilmembers:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 7.F

SUBJECT: Execute a Task Order with Kimley-Horn for Engineering Services related to the Traffic Signal Analysis & Implementation Project (CIP 692). (Roland Neufeld)

SUBMITTED BY: Roland Neufeld

DEPARTMENT: Engineering

DATE: August 26, 2025

STAFF RECOMMENDATION:

Adopt a Resolution Authorizing the City Manager to Execute a Task Order with Kimley-Horn and Associates, Inc. in the Amount of $197,000 for Professional Engineering Services for the Traffic Signal Analysis & Implementation Project and Authorizing the City Engineer to Approve Task Order Amendments not to exceed $25,000.

BACKGROUND/INTRODUCTION:

The Fiscal Year 2025/26 budget includes $800,000 for engineering services related to the Traffic Signal Analysis & Implementation Project, CIP 692.

As new development occurs within the City, new infrastructure is required to meet increased demand. New transportation facilities are needed as new residential and commercial development generates additional trips on the City's roads and increases the impact on existing facilities.

The Public Facilities Element has identified the following intersections as City funded projects that will be upgraded to signalized intersections in order to maintain an acceptable level of service: East Avenue/7th Street, East Avenue/12th Street, East Avenue/10th Street, 12th Street/McCourtney Road, Ferrari Ranch Road/Caledon Circle (west), Ferrari Ranch Road/Sorrento Parkway, Nicolaus Road/Lakeside Drive, and McBean Park Drive/D Street.

The Traffic Signal Analysis & Implementation Project will provide the necessary traffic analysis to determine if traffic signals are, or will soon be, warranted at the aforementioned intersections. The traffic analysis will also compare the pros and cons of installing traffic signal control versus roundabout control at the eight listed intersections, as outlined in the project description. The findings of the traffic analysis will inform a prioritization list for design and

construction. The final design for the highest priority location(s) will be accomplished under a separate contract in the future.

FINDINGS/ANALYSIS:

Staff requested a scope and fee from Kimley-Horn & Associates, Inc. for the necessary engineering services, through the City's on-call contract with Kimley-Horn as the City's traffic engineering consultant.

Kimley-Horn provided a scope and fee for the work on July 28, 2025, which was subsequently reviewed by staff. Kimley-Horn showed that they have a good understanding of the work, understand the needs of the City of Lincoln as they relate to the project and have shown through their experience with similar traffic analysis projects for the City of Lincoln that they are capable of performing the work to the satisfaction of the City. Additionally, Kimley-Horn have proposed to capture existing traffic operations through drone video footage in order to assess near-miss collisions, heavy braking incidences, traveling speeds, stop-control violations as well as turning movements, all of which will add benefit to the intersection analysis.

A Task-Order for the required engineering services to be provided by Kimley-Horn in the amount of $197,000, which was determined to be acceptable given the nature of the work required, can be found in Attachment A. Additionally, staff have concluded that including a contingency for contract amendments would be beneficial in the event that additional services are required, such as procuring title reports or conducting limited amounts of property line boundary surveying.

ENVIRONMENTAL REVIEW:

The Task Order with Kimley-Horn only includes scope to analyze and rank potential future projects and therefore is not subject to environmental regulations. A future Task Order for project specific engineering design will include scope to comply with any required environmental elements needed for the project.

FISCAL IMPACT:

The project is an approved Capital Improvement Project for the biennium fiscal year 2025/26, funded from the Transportation Public Facilities Element (PFE) Fund.

The project is funded as follows:

Fund 2400 – Transportation PFE Fund	$800,000
Total Project Funding	**$800,000**

Project expenses are as follows:

Engineering Services (Kimley-Horn)	($197,000)
Total Project Expenses	**($197,000)**

ATTACHMENTS:
Attachment A - Task Order.pdf

Attachment B - Resolution.pdf

ATTACHMENT A

Engineering Department
On-Call Contract for Professional Services
Consultant: **Kimley-Horn**
Project Name:
Traffic Signal Analysis & Implementation Project
(CIP 692) Task Order

Date Requested: July 29, 2025
Purchase Order No. : _____

This Task Order, authorized through the On-Call Contract by and between the City of Lincoln ("CITY"), and Kimley-Horn. ("CONSULTANT"), was approved on June 28, 2022, per Resolution No. 2022-158. This Task Order is being requested for the following services (see attachment for the full detailed scope of work).

1. ***Sub-task 1:*** Engineering services for the Traffic Signal Analysis & Implementation Project (CIP 692) as shown in the attached scope.

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

Project Budget

Project Budget: $197,000

Account Code(s): CIP692-804-80070-2400

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: _____
Name: Roland Neufeld
Title: Project Manager
Date: 7/29/2025

Approved by:
Kimley-Horn

Signature: _____
Name: Matthew D. Weir, PE (CA PE No C70216),
Title: Senior Vice President
Date: Digitally signed by Matthew D. Weir, PE (CA PE No C70216), Date: 2025.07.29 09:41:18 -07'00'

Signature: _____
Name: _____
Title: Department Head
Date: _____

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

This Task Order is executed this 26th day of August, 2025.

July 28, 2025

Roland Neufeld
Senior Engineer
City of Lincoln
600 Sixth Street
Lincoln, California 95648

Re: *Task Order No. 117 – Intersection Evaluation and Prioritization*
Scope of Services and Fee Proposal
On-Call Traffic Engineering Services

Dear Roland:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this task order proposal to the City of Lincoln (City) to complete an intersection evaluation and prioritization study for eight (8) locations previously identified by the City. Our Project Understanding, Scope of Services, Schedule, and Fee Proposal are as follows.

Project Understanding

Kimley-Horn understands that the City desires to complete an initial intersection evaluation and prioritization study per *Project 692 – Traffic Signal Analysis & Implementation* as specified in the City's Fiscal Years 2025-27 Budget. As defined in the budget item's project description, eight (8) intersections have been identified for which traffic analyses are desired for both traffic signal and roundabout control. The findings of the traffic analyses are also desired to inform a prioritization list for design and construction. The final design for the highest priority location(s) will be accomplished under a separate contract to be administered by the City at a later time.

Scope of Services

Task 1 – Project Administration, Data Collection, and Meetings

Task 1.1: Project Administration
This task includes general project administration, including management of project staff, quality control, and project accounting. This Scope of Services is anticipated to be completed over a five (5) month period.

Task 1.2: Data Collection
Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Relevant right-of-way and utility data in electronic (GIS and/or CAD) format
- Relevant studies and associated data, including the most recent 3 years' crash data
- As-built/record drawings of project intersections

Up to eight (8) weekday, peak-period intersection turning movement counts will be obtained. The peak-period intersection counts will be conducted on a typical weekday (Tuesday-Thursday) between the hours of 7-9 am and 2-6 pm (six hours total per intersection) when area schools are in session.

The following eight (8) intersections (existing traffic control) represent the study intersections included in this Scope of Services:

1. East Avenue @ 7th Street (AWSC)
2. East Avenue @ 10th Street (SSSC)
3. East Avenue @ 12th Street (AWSC)
4. 12th Street @ McCourtney Road (AWSC)
5. Ferrari Ranch Road @ Caledon Circle West (AWSC)
6. Ferrari Ranch Road @ Sorrento Parkway (AWSC)
7. Nicolaus Road at Lakeside Drive (AWSC)
8. McBean Park Drive at D Street (SSSC)

Kimley-Horn will complete one (1) field visit to observe the eight (8) project intersections' readily apparent existing conditions and surface utility information, adjacent land uses, speed limits, and other readily apparent features for the study intersections that are deemed by Kimley-Horn to be relevant to the Scope of Services.

Task 1.3: Drone Analytics
Kimley-Horn will collect a total of 8-hours of drone video footage at up to eight (8) of the project intersections. Kimley-Horn will use a third-party data processing vendor to extract traffic operations and safety data. The raw video footage and the following data will be collected:

- Near-Miss Collisions
- Heavy Braking Incidences
- 85th Percentile Speeds
- Stop-Control Violations
- Traffic Volumes and Turning Movements

Findings from the analysis of the drone video analytics will be summarized in a brief technical memorandum and can be included in the scoring matrix under Task 2.

Task 1.4: Meetings
Kimley-Horn will participate in up to three (3) in-person project meetings. For the purposes of this Scope of Services, all project meetings are assumed to be conducted in-person, at the City's offices, and include up to three (3) Kimley-Horn staff.

Task 2 – Traffic Control Screening Evaluation

Kimley-Horn will complete an objective evaluation of the application of traffic signal and roundabout intersection control at the eight (8) study intersections. The primary purpose of this evaluation is to provide an equal-level analysis of both traffic control options at each intersection to enable the City to make investment and prioritization decisions based on a uniform evaluation. This evaluation is intended to inform the configurations required to achieve operational standards, to comply with site-specific constraints, and to provide the locations' desired design life. The findings of this objective evaluation will allow for a comparative summary of the intersections' control options, as well as the development of intersection improvement concepts and a summary technical memorandum.

Task 2.1: Initial Intersection Screening

Task 2.1.1 – Traffic Signal Warrant (Peak-Hour) and Traffic Operations
Kimley-Horn will complete a planning level assessment of the need for traffic signalization based on the peak-hour warrant methodologies noted in the current, published version of the *California Manual on Uniform Traffic Control Devices (CMUTCD)*. The peak-hour traffic signal warrant analysis will be performed for all eight (8) study intersections for the analysis scenarios identified above.

The purpose of this task is to determine the traffic signal and roundabout configurations required to achieve Level of Service (LOS) C or better at each of the eight (8) study intersections. Accordingly, Kimley-Horn will use the procedures of the current, published version of the *Highway Capacity Manual (HCM)* to perform a peak-hour operations analysis for both traffic signal and roundabout traffic control at each intersection. Roundabout traffic control evaluations will be performed using the Sidra® 9.1 software based on the HCM 7 capacity model. Operations will be evaluated for weekday, AM and PM peak-hour conditions for Existing (2025) and a single forecast volume scenario.

Task 2.1.2 – Conceptual Layouts
The primary purpose of this task is to establish an approximate footprint for traffic signal and roundabout control at each of the study intersections including the number of approach, departure, turn, and circulatory lanes. Conceptual layouts will be prepared for traffic signal and roundabout control for the design year traffic conditions. Layouts will be developed in CADD using aerial images and readily available topographic mapping. Concept layouts will depict intersection features and geometric design elements based on the traffic operations analysis findings per Task 2.1.1.

Task 2.1.3 – Planning Level Cost Estimates
Based on the conceptual layouts prepared as part of Task 2.1.2, Kimley-Horn will prepare planning level opinions of probable construction costs (OPCCs) for traffic signal and roundabout control at each of the study intersections. These estimates will be uniformly prepared to allow for an equal comparison across all study locations. Furthermore, these estimates are anticipated to include both hard and soft cost, and appropriate contingencies, to allow for a realistic evaluation and comparison of the locations' potential conversion to traffic signal or roundabout traffic control.

Task 2.2: Intersection Scoring Matrix

Task 2.2.1 – Benefit/Cost Metric
Based on the findings of Task 2.1, Kimley-Horn will develop a metric that is anticipated to account for the study locations' respective operations requirements and resultant construction costs and produce a simple "benefit/cost" metric to allow for inclusion in the equal-level comparative evaluation of the study intersections. While not anticipated to be a thorough Benefit/Cost Analysis, we do anticipate developing a quantitative methodology.

Task 2.2.2 – Priority Screening Criteria
Beyond the Benefit/Cost Metric developed per Task 2.2.1, Kimley-Horn will identify additional screening criteria for inclusion in the equal-level evaluation of the study intersections. These additional criteria are anticipated to capture some of the design features noted in Task 2.1.2.

Task 2.2.3 – Scoring Matrix
Using the Benefit/Cost metric and additional screening criteria developed in Tasks 2.2.1 and 2.2.2, respectively, Kimley-Horn will prepare a scoring matrix for use in the project documentation and discussion with/presentation to the City. This matrix is anticipated to be a simple graphical representation of the various design considerations and findings.

Task 2.3: Screening Evaluation Memorandum

Task 2.3.1 – Concept Exhibits
Kimley-Horn will modify and finalize the conceptual layouts (Task 2.1.2) for inclusion the evaluation memorandum. These refinements are not anticipated to change the intersections' geometric layouts, rather minor concept refinements may be requested by the City based on review and discussion.

Task 2.3.2 – Finalize Scoring Matrix
Kimley-Horn will modify and finalize the scoring matrix for inclusion in the evaluation memorandum. These refinements are not anticipated to be substantive or change the overall scoring approach, rather minor refinements may be requested by the City based on review and discussion.

Task 2.3.3 – Preliminary Priority List
Based on the analyses, evaluations, and preliminary engineering completed in the above tasks, Kimley-Horn will develop an initial prioritization list for the study intersections. While anticipated to be somewhat subjective, we anticipate that the quantitative elements of the evaluations, including the preparation of the scoring matrix, will allow for objective consideration of the recommended order in which the City should consider investing in the application of modified traffic control (signal or roundabout) at the study intersections.

Task 2.3.4 – Screening Evaluation Memorandum
Kimley-Horn will prepare a summary memorandum in which we will document the various elements completed as part of this project. The summary memorandum will include the layout concepts and scoring matrix, and will specifically be intended for presentation to and discussion with the City. We will prepare a draft version of this memorandum. We will respond to a single set of consolidated, non-conflicting comments on the draft memorandum in the form of a final memorandum.

Schedule

Kimley-Horn will provide our services as noted in the Scope of Services as expeditiously as practicable to meet the mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will provide the above Scope of Services on a labor fee plus expense basis not to exceed $197,000. Labor fee will be billed according to our then-current rates. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. An allocation charge of 5.0 percent will be added to the labor fee to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the City.

If you concur with all of the foregoing and wish to direct us to proceed with the services, please provide written Notice to Proceed. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at (916) 859-3617 or matt.weir@kimley-horn.com if you have any questions or require additional information.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Matthew D. Weir, PE, TE, PTOE, RSP_1
Senior Vice President
PE No. C70216 & TR2424

ATTACHMENT B

RESOLUTION 2025 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH KIMLEY-HORN & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE TRAFFIC SIGNAL ANALYSIS & IMPLEMENTATION PROJECT (CIP 692) IN THE AMOUNT OF $197,000 AND AUTHORIZING THE CITY ENGINEER TO APPROVE TASK ORDER AMENDMENTS NOT TO EXCEED $25,000

WHEREAS, the Fiscal Year 2025/26 Budget includes $800,000 for CIP 692: Traffic Signal Analysis & Implementation Project; and

WHEREAS, the project is funded by Fund 2400: Transportation PFE funds; and

WHEREAS, eight intersections as described in the City of Lincoln Public Facilities Element (PFE) require conversion to traffic signal control and are to be funded by the City: East Avenue/7th Street, East Avenue/12th Street, East Avenue/10th Street, 12th Street/McCourtney Road, Ferrari Ranch Road/Caledon Circle (west), Ferrari Ranch Road/Sorrento Parkway, Nicolaus Road/Lakeside Drive, and McBean Park Drive/D Street; and

WHEREAS, the Traffic Signal Analysis & Implementation Project will provide the necessary traffic analysis to determine if traffic signals are, or will soon be, warranted at the eight intersections; and

WHEREAS, the project will also compare the benefits of a traffic signal against the benefits of a roundabout at the eight listed intersections; and

WHEREAS, the findings of the analysis will inform a prioritization list for design and construction, and

WHEREAS, the final engineering design of the highest priority location(s) will be accomplished under a separate contract at a later time; and

WHEREAS, Kimley-Horn and Associates, Inc. provided a proposal for the required analysis under their traffic engineering on-call contract with the City of Lincoln; and

WHEREAS, Engineering Department staff evaluated the proposal and determined that Kimley-Horn & Associates, Inc. are qualified to perform the engineering services for the project; and

WHEREAS, Engineering Department staff determined that a contingency for Task Order amendments would be beneficial should additional services be required, particularly as they relate to property line/right of way boundaries that may be needed.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of the City of Lincoln does hereby authorize the City Manager to execute a Task Order with Kimley-Horn & Associates, Inc. for engineering services for the Traffic Signal Analysis & Implementation Project in the amount of $197,000 and authorizing the City Engineer to approve Task Order amendments not to exceed $25,000.

PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

AYES: Coucilmembers:
NOES: Coucilmembers:
ABSENT: Coucilmembers:
ABSTAIN: Coucilmembers:

_____
Holly Andreatta, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 7.G

SUBJECT:

Adopt a Resolution Designating Mayor Holly Andreatta as the City of Lincoln's Voting Delegate and Mayor Pro Tem Ben Brown as the Alternate at the League of California Cities (Cal Cities) Annual Conference. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: August 26, 2025

STAFF RECOMMENDATION:
Stafff recommends City Council adopt a resolution designating the City of Lincoln's voting delegate and alternate to the League of California Cities (Cal Cities) Annual Conference and Expo, October 8 - 10, 2025.

BACKGROUND/INTRODUCTION:
Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy. Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Our City's appointed voting delegate plays an important role during the General Assembly by representing our city and votes on resolutions. To cast a vote during the General Assembly, our city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Consistent with Cal Cities bylaws, a city’s voting delegate and up to two alternates must be designated by the city council. The voting delegate and alternates must be registered to attend the conference.

FISCAL IMPACT:
The City will bear expenses for attendance to the conference and the FY 2025/26 budget includes estimated costs to attend the conference.

Budgeted
City Council, Training/Travel

Fund 10001300-5040

LLOC Annual Conference $5,700 (League of California Cities/Chamber breakfast)

ATTACHMENTS:
RESOLUTION - Cal Cities Conference - Voting Delegate and Alternate, 2025.docx

2025-voting-delegate-information-packet - CalCities.pdf

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING AND DESIGNATING THE VOTING DELEGATE AND ALTERNATE(S) TO THE 2025-26 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

WHEREAS, the 2025/26 League of California Cities Annual Conference is scheduled for October 8 – 10, 2025 and will be held at the Long Beach Convention Center; and

WHEREAS, Mayor Holly Andreatta and Mayor Pro Tem Ben Brown will be attending the Annual Conference on behalf of the City of Lincoln; and

WHEREAS, the General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy; and

WHEREAS, our City's appointed voting delegate plays an important role during the General Assembly by representing our city and votes on resolutions; and

WHEREAS, in order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and may appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Lincoln does hereby designate and authorize the City of Lincoln's voting delegate as Mayor Andreatta and alternate as Mayor Pro Tem Brown.

PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

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

_____
Holly Andreatta, Mayor
ATTEST:

_____
Hope Ithurburn, City Clerk

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 8, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 9, 7:30 a.m.-4:00 p.m. On Friday, Oct. 10, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

STAFF REPORT

Item Number 7.H

SUBJECT:	Treasurer's Report for the Period Ending June 30, 2025. (Nita Wracker)
SUBMITTED BY:	Nita Wracker
DEPARTMENT:	Finance
DATE:	August 26, 2025

STAFF RECOMMENDATION:

Receive the City's Unaudited Treasurers Report for the month ended **June 30, 2025,** in compliance with Government Code Government Codes 53600.3, 53607 & 53630 through 53683 and as outlined in the City's Investment Policy.

BACKGROUND/INTRODUCTION:

The City of Lincoln has four investment holdings:

- US Bank- Under the care of PFM Investment Management who under the direction of the City Manager and Finance Director direct investment activity in order to both comply with the city's investment policy, ensure fiscal sustainability and to maximize long-term earnings on behalf of the City. Funds in excess of the City's immediate cash needs and reserves on hand (held in LAIF) are invested with PFM, held by US Bank.

- OPEB Trust- A Section 115 Trust to fund the future retiree healthcare liability. Funds are currently invested with Public Agency Retirement Services (PARS), held by US Bank.

- PARS Pension – A Section 115 Trust to contribute to the Unfunded Pension Liability. Funds are currently invested with PARS, held by US Bank.

- LAIF- Managed by the California State Treasurer, the City keeps the majority of its pooled cash within the LAIF account. This investment is fully liquid and serves as the City's primary cash resource to cover City expenses in excess of funds held in the City's

general checking account.

FINDINGS/ANALYSIS:

As of **June 30, 2025,** investment accounts contained the following activity and balances:

Investments	US Bank	OPEB PARS	Pension PARS	LAIF	Total
Balance 05/31/2025	$163,992,845.21	$18,021,958.322	$3,583,072.64	$24,423,066.08	$210,020,942.25
Interest/Dividends Earned	336,363.94	57,886.38	11,531.13		405,781,45
Gains/(Losses) on Investment	9,016.77	0.00	0.00		9,016.77
Unrealized Gains/(Losses) on Investment	765,803.67	514,924.01	102,122.36		1,382,850.04
Net accrued Income	144,315.66	(69.30)	(13.95)		144,232.41
Fees	(674.87)	(6,546.88)	(1,299.98)		(8,521.73)
Balance June 30, 2025	$165,247,670.38	$18,588,152.53	$3,695,412.20	$24,423,066.08	$211,954,301.19

The investment balances available are more than sufficient to allow the City to meet its expenditure obligations and requirements for the next six months. The attached reports comply with the City of Lincoln Investment Policy and the California Government Codes 53600.3, 53607 & 53630 through 53683.

ATTACHMENTS:

Attachment A - US Bank June 2025.pdf

Attachment B - PARS OPEB.pdf

Attachemnt C - PARS Pension.pdf

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN

This statement is for the period from June 1, 2025 to June 30, 2025

Questions?
If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
ROYA KHAIRZADA
633 W. 5TH STREET, 24TH FLOOR
LOS ANGELES, CA 90071
Phone: 213-615-6804
E-mail: roya.khairzada@usbank.com

000023923 45 SP 000638998232139 S

600 SIXTH STREET
LINCOLN, CA 95648

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

TABLE OF CONTENTS

Schedule	Page
Market And Cost Reconciliation	3
Cash Reconciliation	4
Asset Summary	5
Asset Detail	6
Income Accrual Detail	26
Investment Activity	36
Plan Expenses	44
Purchases	45
Sales And Maturities	48
Bond Summary	53

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

MARKET AND COST RECONCILIATION

	06/30/2025 MARKET	06/30/2025 BOOK VALUE
Beginning Market And Cost	**163,992,845.21**	**161,539,905.45**
Investment Activity		
Interest	336,363.94	336,363.94
Realized Gain/Loss	9,016.77	9,016.77
Change In Unrealized Gain/Loss	765,803.67	.00
Net Accrued Income (Current-Prior)	144,315.66	144,315.66
Total Investment Activity	**1,255,500.04**	**489,696.37**
Plan Expenses		
Trust Fees	- 674.87	- 674.87
Total Plan Expenses	**- 674.87**	**- 674.87**
Net Change In Market And Cost	**1,254,825.17**	**489,021.50**
Ending Market And Cost	**165,247,670.38**	**162,028,926.95**

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

CASH RECONCILIATION

Beginning Cash	**- 1,139,959.20**
Investment Activity	
Interest	336,363.94
Cash Equivalent Purchases	- 417,816.23
Purchases	- 3,093,315.02
Cash Equivalent Sales	1,358,821.42
Sales/Maturities	2,956,579.96
Total Investment Activity	**1,140,634.07**
Plan Expenses	
Trust Fees	- 674.87
Total Plan Expenses	**- 674.87**
Net Change In Cash	**1,139,959.20**
Ending Cash	**.00**

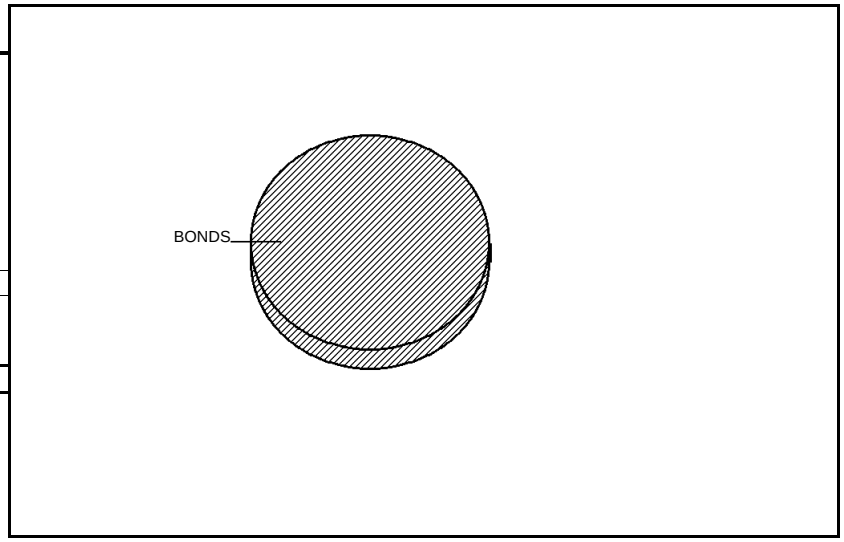
02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

ASSET SUMMARY

ASSETS	06/30/2025 MARKET	06/30/2025 BOOK VALUE	% OF MARKET
Cash And Equivalents	379,886.79	379,886.79	0.23
U.S. Government Issues	105,332,127.43	102,592,732.68	63.74
Corporate Issues	54,276,541.78	53,831,830.60	32.85
Foreign Issues	3,999,390.50	3,964,753.00	2.42
Total Assets	**163,987,946.50**	**160,769,203.07**	**99.24**
Accrued Income	1,259,723.88	1,259,723.88	0.76
Grand Total	**165,247,670.38**	**162,028,926.95**	**100.00**

Estimated Annual Income **5,758,748.36**



ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl Y 31846V203 Asset Minor Code 1	379,886.790	379,886.79 1.0000	379,886.79	.00 .00	815.37	3.95
Total Money Markets	**379,886.790**	**379,886.79**	**379,886.79**	**.00** **.00**	**815.37**	**3.95**
Total Cash And Equivalents	**379,886.790**	**379,886.79**	**379,886.79**	**.00** **.00**	**815.37**	**3.95**
US Government Issues						
F H L B Deb 1.100% 8/20/26 Standard & Poors Rating: AA+ Moodys Rating: Aa1 3130ANMH0 Asset Minor Code 22	3,900,000.000	3,773,874.00 96.7660	3,615,180.00	158,694.00 11,817.00	15,610.83	1.14
F N M A Gtd Remic 3.162% 6/25/27 Standard & Poors Rating: N/A Moodys Rating: N/A 3136AX7E9 Asset Minor Code 30	996,506.590	976,227.68 97.9650	931,694.74	44,532.94 3,620.67	2,625.79	3.23
F N M A Gtd Remic 3.064% 9/25/27 Standard & Poors Rating: N/A Moodys Rating: N/A 3136AY6X6 Asset Minor Code 30	1,084,176.470	1,059,121.15 97.6890	1,009,596.98	49,524.17 2,640.56	2,768.26	3.14
F N M A Gtd Remic 4.190% 7/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3136BQDE6 Asset Minor Code 30	1,408,825.330	1,409,078.92 100.0180	1,384,941.33	24,137.59 6,888.09	4,919.15	4.19

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
F H L M C Mltcl Mtg 3.413% 12/25/26 Standard & Poors Rating: N/A Moodys Rating: N/A 3137BUX60 Asset Minor Code 30	770,000.000	760,667.60 98.7880	731,500.00	29,167.60 1,971.20	2,190.01	3.45
F H L M C Mltcl Mt 3.194% 7/25/27 Standard & Poors Rating: N/A Moodys Rating: Aaa 3137FAWS3 Asset Minor Code 30	885,000.000	869,291.25 98.2250	828,892.38	40,398.87 3,575.40	2,355.58	3.25
F H L M C Mltcl Mt 3.600% 1/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137F4D41 Asset Minor Code 30	1,000,000.000	988,660.00 98.8660	930,312.50	58,347.50 4,640.00	3,000.00	3.64
F H L M C Mltcl 4.819% 6/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HACX2 Asset Minor Code 30	1,500,000.000	1,527,090.00 101.8060	1,501,289.06	25,800.94 7,035.00	6,023.75	4.73
F H L M C Mltcl Mt 4.777% 6/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HAD45 Asset Minor Code 30	1,506,118.510	1,518,393.38 100.8150	1,506,080.84	12,312.54 4,285.55	5,995.59	4.74
F H L M C Mltcl Mtg 4.650% 8/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HAMH6 Asset Minor Code 30	1,500,000.000	1,521,825.00 101.4550	1,477,810.50	44,014.50 7,905.00	5,812.50	4.58
F H L M C Mltcl 4.740% 8/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HAQ74 Asset Minor Code 30	1,400,000.000	1,424,094.00 101.7210	1,369,289.60	54,804.40 7,364.00	5,530.00	4.66

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
F H L M C Mltcl 4.850% 9/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HAST4 Asset Minor Code 30	1,380,000.000	1,408,345.20 102.0540	1,336,001.46	72,343.74 6,141.00	5,577.50	4.75
F H L M C Mltcl Mtg 4.572% 12/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HBLV4 Asset Minor Code 30	1,095,000.000	1,109,224.05 101.2990	1,105,948.91	3,275.14 6,361.95	4,171.95	4.51
F H L M C Mltcl 5.069% 10/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HB3D4 Asset Minor Code 30	670,000.000	688,016.30 102.6890	668,063.03	19,953.27 2,525.90	2,830.19	4.94
F H L M C Mltcl Mtg 4.860% 10/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HB3G7 Asset Minor Code 30	1,055,000.000	1,078,062.30 102.1860	1,051,968.99	26,093.31 6,414.40	4,272.75	4.76
F H L M C Mltcl Mtg 5.180% 3/25/29 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HCKV3 Asset Minor Code 30	1,000,000.000	1,033,440.00 103.3440	1,009,570.31	23,869.69 5,990.00	4,316.67	5.01
F H L M C Mltcl Mtg 4.543% 7/25/29 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HDXL9 Asset Minor Code 30	1,370,000.000	1,388,179.90 101.3270	1,382,814.98	5,364.92 8,466.60	5,186.59	4.48
FHLMC Remic Series 0.00001% 6/25/29 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HFNZ4 Asset Minor Code 30	535,000.000	541,623.30 101.2380	545,689.30	- 4,066.00 3,520.30	.00	0.00

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
FHLMC Remic Series 0.00001% 1/25/30 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HKXJ8 Asset Minor Code 30	535,000.000	539,836.40 100.9040	534,981.28	4,855.12 3,472.15	.00	0.00
U S Treasury Nt 0.500% 10/31/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CAU5 Asset Minor Code 21	4,000,000.000	3,715,000.00 92.8750	3,378,437.50	336,562.50 24,200.00	3,369.57	0.54
U S Treasury Nt 1.250% 3/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CBS9 Asset Minor Code 21	4,560,000.000	4,269,847.20 93.6370	3,959,380.62	310,466.58 27,451.20	14,327.87	1.33
U S Treasury Nt 1.250% 5/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CCE9 Asset Minor Code 21	1,380,000.000	1,287,388.20 93.2890	1,199,144.53	88,243.67 8,790.60	1,461.07	1.34
U S Treasury Nt 0.750% 5/31/26 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CCF6 Asset Minor Code 21	.000	.00 97.0550	.00	.00 8,456.99	.00	0.00
U S Treasury Nt 1.250% 6/30/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CCH2 Asset Minor Code 21	2,000,000.000	1,861,960.00 93.0980	1,716,093.75	145,866.25 12,820.00	67.93	1.34
U S Treasury Nt 0.625% 7/31/26 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CCP4 Asset Minor Code 21	1,075,000.000	1,037,084.75 96.4730	1,041,322.26	- 4,237.51 4,246.25	2,802.57	0.65

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 0.875% 9/30/26 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CCZ2 Asset Minor Code 21	2,500,000.000	2,408,200.00 96.3280	2,427,050.79	- 18,850.79 9,850.00	5,498.63	0.91
U S Treasury Nt 1.125% 10/31/26 Standard & Poors Rating: N/A Moodys Rating: N/A 91282CDG3 Asset Minor Code 21	1,000,000.000	964,340.00 96.4340	938,887.47	25,452.53 3,990.00	1,895.38	1.17
U S Treasury Nt 1.375% 12/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CDP3 Asset Minor Code 21	2,400,000.000	2,217,192.00 92.3830	2,113,500.00	103,692.00 17,352.00	90.41	1.49
U S Treasury Nt 2.375% 3/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CEE7 Asset Minor Code 21	3,000,000.000	2,858,430.00 95.2810	2,739,960.94	118,469.06 21,540.00	17,909.84	2.49
U S Treasury Nt 2.875% 4/30/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CEM9 Asset Minor Code 21	1,000,000.000	969,490.00 96.9490	956,757.81	12,732.19 6,910.00	4,843.75	2.97
U S Treasury Nt 2.750% 4/30/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CEN7 Asset Minor Code 21	1,000,000.000	982,270.00 98.2270	957,773.44	24,496.56 3,710.00	4,633.15	2.80
U S Treasury Nt 3.250% 6/30/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CEV9 Asset Minor Code 21	1,000,000.000	981,720.00 98.1720	979,570.31	2,149.69 7,070.00	88.32	3.31

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 2.625% 7/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CFC0 Asset Minor Code 21	2,000,000.000	1,915,700.00 95.7850	1,915,312.50	387.50 14,680.00	21,899.17	2.74
U S Treasury Nt 3.875% 9/30/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CFL0 Asset Minor Code 21	3,000,000.000	3,013,830.00 100.4610	2,958,398.44	55,431.56 21,690.00	29,221.31	3.86
U S Treasury Nt 4.125% 9/30/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CFM8 Asset Minor Code 21	4,000,000.000	4,036,400.00 100.9100	4,080,632.82	- 44,232.82 14,360.00	41,589.04	4.09
U S Treasury Nt 4.000% 10/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CFT3 Asset Minor Code 21	1,615,000.000	1,630,390.95 100.9530	1,599,543.95	30,847.00 11,660.30	10,883.70	3.96
U S Treasury Nt 3.500% 1/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CGH8 Asset Minor Code 21	4,925,000.000	4,899,981.00 99.4920	4,846,025.40	53,955.60 20,783.50	71,902.28	3.52
U S Treasury Nt 3.750% 5/31/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CHF1 Asset Minor Code 21	1,650,000.000	1,646,320.50 99.7770	1,632,791.02	13,529.48 13,529.48	5,240.78	3.76
U S Treasury Nt 4.375% 8/15/26 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CHU8 Asset Minor Code 21	1,415,000.000	1,421,141.10 100.4340	1,411,738.87	9,402.23 1,499.90	23,257.60	4.36

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 4.625% 9/30/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CJA0 Asset Minor Code 21	2,000,000.000	2,055,400.00 102.7700	2,031,093.75	24,306.25 9,380.00	23,251.37	4.50
U S Treasury Nt 4.875% 10/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CJF9 Asset Minor Code 21	3,225,000.000	3,340,906.50 103.5940	3,291,515.63	49,390.87 15,738.00	26,487.94	4.71
U S Treasury Nt 4.625% 11/15/26 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CJK8 Asset Minor Code 21	2,170,000.000	2,191,027.30 100.9690	2,193,432.03	- 2,404.73 2,972.90	12,818.04	4.58
U S Treasury Nt 4.375% 12/15/26 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CJP7 Asset Minor Code 21	1,000,000.000	1,007,460.00 100.7460	993,125.00	14,335.00 2,070.00	1,912.57	4.34
U S Treasury Nt 4.000% 1/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CJW2 Asset Minor Code 21	4,200,000.000	4,237,884.00 100.9020	4,209,027.34	28,856.66 24,906.00	70,077.35	3.96
U S Treasury Nt 4.250% 3/15/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CKE0 Asset Minor Code 21	2,060,000.000	2,075,614.80 100.7580	2,071,587.50	4,027.30 4,985.20	25,694.02	4.22
U S Treasury Nt 4.125% 10/31/26 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CLS8 Asset Minor Code 21	2,635,000.000	2,642,298.95 100.2770	2,628,824.22	13,474.73 4,216.00	18,312.53	4.11

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 4.375% 12/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CMD0 Asset Minor Code 21	4,100,000.000	4,201,721.00 102.4810	4,103,527.35	98,193.65 29,971.00	491.44	4.27
U S Treasury Nt 4.250% 1/31/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CMG3 Asset Minor Code 21	3,200,000.000	3,263,136.00 101.9730	3,243,125.00	20,011.00 23,648.00	56,729.28	4.17
U S Treasury Nt 1.125% 2/28/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 912828ZB9 Asset Minor Code 21	1,300,000.000	1,244,295.00 95.7150	1,158,472.66	85,822.34 5,837.00	4,888.25	1.18
U S Treasury Nt 2.250% 8/15/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128282R0 Asset Minor Code 21	2,500,000.000	2,425,000.00 97.0000	2,381,434.46	43,565.54 11,025.00	21,132.60	2.32
U S Treasury Nt 2.250% 11/15/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128283F5 Asset Minor Code 21	2,575,000.000	2,489,999.25 96.6990	2,418,123.04	71,876.21 12,669.00	7,399.63	2.33
U S Treasury Nt 2.750% 2/15/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128283W8 Asset Minor Code 21	1,900,000.000	1,854,799.00 97.6210	1,770,488.28	84,310.72 9,424.00	19,629.83	2.82
U S Treasury Nt 3.125% 11/15/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128285M8 Asset Minor Code 21	3,850,000.000	3,778,120.50 98.1330	3,675,246.09	102,874.41 23,023.00	15,366.00	3.18

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 2.625% 2/15/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128286B1 Asset Minor Code 21	2,900,000.000	2,792,729.00 96.3010	2,649,761.72	142,967.28 19,604.00	28,599.45	2.73
Total US Government Issues	**106,725,626.900**	**105,332,127.43**	**102,592,732.68**	**2,739,394.75** **558,694.09**	**676,959.78**	**3.18**

Corporate Issues

Adobe Inc 4.950% 1/17/30 Standard & Poors Rating: A+ Moodys Rating: A1 00724PAJ8 Asset Minor Code 28	1,150,000.000	1,187,754.50 103.2830	1,148,240.50	39,514.00 9,487.50	25,932.50	4.79
Amazon Com 3.300% 4/13/27 Standard & Poors Rating: AA Moodys Rating: A1 023135CF1 Asset Minor Code 28	.000	.00 98.8960	.00	.00 - 61,248.00	.00	0.00
American Express Co 1.650% 11/04/26 Standard & Poors Rating: A- Moodys Rating: A2 025816CM9 Asset Minor Code 28	1,000,000.000	967,230.00 96.7230	996,890.00	- 29,660.00 4,790.00	2,612.50	1.71
American Express 4.870% 5/15/28 Standard & Poors Rating: AAA Moodys Rating: N/A 02582JJZ4 Asset Minor Code 31	1,285,000.000	1,291,630.60 100.5160	1,283,845.51	7,785.09 1,079.40	2,781.31	4.84
American Honda Mtn 1.300% 9/09/26 Standard & Poors Rating: A- Moodys Rating: A3 02665WDZ1 Asset Minor Code 28	1,200,000.000	1,157,436.00 96.4530	1,182,444.00	- 25,008.00 6,072.00	4,853.33	1.35

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Analog Devices Inc 1.700% 10/01/28 Standard & Poors Rating: A- Moodys Rating: A2 032654AU9 Asset Minor Code 28	500,000.000	463,535.00 92.7070	423,880.00	39,655.00 4,375.00	2,125.00	1.83
Bank Of America 4.790% 5/15/28 Standard & Poors Rating: AAA Moodys Rating: N/A 05522RDG0 Asset Minor Code 31	1,630,000.000	1,636,976.40 100.4280	1,624,651.56	12,324.84 1,075.80	3,470.09	4.77
Bank Of America 4.930% 5/15/29 Standard & Poors Rating: AAA Moodys Rating: Aaa 05522RDJ4 Asset Minor Code 31	1,260,000.000	1,278,660.60 101.4810	1,259,929.31	18,731.29 2,696.40	2,760.80	4.86
Bmw US Cap LLC Extnd 1.250% 8/12/26 Standard & Poors Rating: A Moodys Rating: A2 05565EBW4 Asset Minor Code 28	500,000.000	483,430.00 96.6860	502,750.00	- 19,320.00 2,200.00	2,413.19	1.29
Bmw US Cap LLC 5.050% 8/11/28 Standard & Poors Rating: A Moodys Rating: A2 05565ECE3 Asset Minor Code 28	700,000.000	712,873.00 101.8390	692,594.00	20,279.00 4,368.00	13,747.22	4.96
Bmw US Cap LLC 4.600% 8/13/27 Standard & Poors Rating: A Moodys Rating: A2 05565ECQ6 Asset Minor Code 28	945,000.000	950,329.80 100.5640	952,134.75	- 1,804.95 3,496.50	16,663.50	4.57
BofA Auto Trust 20 1.160% 11/20/29 Standard & Poors Rating: N/A Moodys Rating: Aaa 05594BAD8 Asset Minor Code 31	225,000.000	226,032.75 100.4590	224,984.48	1,048.27 1,077.75	79.75	1.15

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Bank Amer Corp Mtn 3.875% 8/01/25 Standard & Poors Rating: A- Moodys Rating: A1 06051GFS3 Asset Minor Code 28	.000	.00 99.9460	.00	.00 27,056.00	.00	0.00
Bank America Mtn 5.080% 1/20/27 Standard & Poors Rating: A- Moodys Rating: A1 06051GLE7 Asset Minor Code 28	1,025,000.000	1,027,726.50 100.2660	1,010,701.25	17,025.25 574.00	23,286.86	5.07
Bank Of America 5.740% 6/15/28 Standard & Poors Rating: N/A Moodys Rating: Aaa 06054YAC1 Asset Minor Code 31	1,375,000.000	1,388,337.50 100.9700	1,374,975.11	13,362.39 82.50	3,507.78	5.68
Bank New York Mtn 4.729% 4/20/29 Standard & Poors Rating: AA- Moodys Rating: Aa2 06405LAH4 Asset Minor Code 28	1,525,000.000	1,546,548.25 101.4130	1,527,836.50	18,711.75 8,418.00	13,822.47	4.66
Blackrock Funding 4.700% 3/14/29 Standard & Poors Rating: AA- Moodys Rating: Aa3 09290DAA9 Asset Minor Code 28	95,000.000	97,010.20 102.1160	94,828.05	2,182.15 505.40	1,327.10	4.60
Bmw Vehicle 4.850% 9/25/29 Standard & Poors Rating: AAA Moodys Rating: Aaa 096924AD7 Asset Minor Code 31	745,000.000	751,377.20 100.8560	744,926.62	6,450.58 2,279.70	602.21	4.81
Capital One Multi 4.420% 5/15/28 Standard & Poors Rating: AAA Moodys Rating: N/A 14041NGD7 Asset Minor Code 31	1,285,000.000	1,286,246.45 100.0970	1,267,632.42	18,614.03 1,220.75	2,524.31	4.42

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Caterpillar Finl Mtn 1.150% 9/14/26 Standard & Poors Rating: A Moodys Rating: A2 14913R2Q9 Asset Minor Code 28	1,000,000.000	966,060.00 96.6060	983,820.00	- 17,760.00 4,760.00	3,418.06	1.19
Caterpillar Mtn 4.375% 8/16/29 Standard & Poors Rating: A Moodys Rating: A2 14913UAQ3 Asset Minor Code 28	110,000.000	110,834.90 100.7590	109,701.90	1,133.00 822.80	1,002.60	4.34
Cisco Sys Inc 4.850% 2/26/29 Standard & Poors Rating: AA- Moodys Rating: A1 17275RBR2 Asset Minor Code 28	1,000,000.000	1,024,780.00 102.4780	999,650.00	25,130.00 4,910.00	16,840.28	4.73
Citibank N A Sr 5.803% 9/29/28 Standard & Poors Rating: A+ Moodys Rating: Aa3 17325FBB3 Asset Minor Code 28	1,400,000.000	1,463,798.00 104.5570	1,392,580.00	71,218.00 6,818.00	20,761.84	5.55
Citibank N A 5.438% 4/30/26 Standard & Poors Rating: A+ Moodys Rating: Aa3 17325FBF4 Asset Minor Code 28	.000	.00 100.7760	.00	.00 - 2,012.50	.00	0.00
Citibank N A 4.914% 5/29/30 Standard & Poors Rating: A+ Moodys Rating: Aa3 17325FBP2 Asset Minor Code 28	1,140,000.000	1,161,888.00 101.9200	1,146,954.00	14,934.00 10,338.60	4,979.52	4.82
Comcast Corporation 3.300% 4/01/27 Standard & Poors Rating: A- Moodys Rating: A3 20030NDK4 Asset Minor Code 28	1,100,000.000	1,083,390.00 98.4900	1,113,156.00	- 29,766.00 3,212.00	9,075.00	3.35

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cummins Inc 4.250% 5/09/28 Standard & Poors Rating: A Moodys Rating: A2 231021AY2 Asset Minor Code 28	80,000.000	80,362.40 100.4530	79,944.00	418.40 229.60	491.11	4.23
Deere John Mtn 1.700% 1/11/27 Standard & Poors Rating: A Moodys Rating: A1 24422EWA3 Asset Minor Code 28	800,000.000	772,168.00 96.5210	795,488.00	- 23,320.00 3,720.00	6,422.22	1.76
John Deere Mtn 5.150% 9/08/26 Standard & Poors Rating: A Moodys Rating: A1 24422EXD6 Asset Minor Code 28	375,000.000	379,503.75 101.2010	374,733.75	4,770.00 393.75	6,061.98	5.09
Discover Card Exe 4.930% 6/15/28 Standard & Poors Rating: AAA Moodys Rating: Aaa 254683CZ6 Asset Minor Code 31	1,565,000.000	1,574,562.15 100.6110	1,565,733.59	8,828.56 1,330.25	3,429.09	4.90
Ford Credit Auto 4.450% 10/15/29 Standard & Poors Rating: AAA Moodys Rating: Aaa 34535KAD0 Asset Minor Code 31	1,140,000.000	1,143,442.80 100.3020	1,139,889.19	3,553.61 4,776.60	2,254.67	4.44
Gm Financial Consume 4.660% 4/16/30 Standard & Poors Rating: AAA Moodys Rating: Aaa 362549AD9 Asset Minor Code 31	265,000.000	266,425.70 100.5380	264,960.99	1,464.71 1,091.80	514.54	4.64
Gm Fin Cons Auto 1.260% 11/16/26 Standard & Poors Rating: AAA Moodys Rating: N/A 380146AC4 Asset Minor Code 31	10,160.570	10,146.14 99.8580	10,159.69	- 13.55 44.09	5.31	1.26

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Goldman Sachs Group 3.850% 1/26/27 Standard & Poors Rating: BBB+ Moodys Rating: A2 38141GWB6 Asset Minor Code 28	1,400,000.000	1,390,690.00 99.3350	1,353,009.00	37,681.00 2,996.00	23,206.94	3.88
Hsbc USA Inc 4.650% 6/03/28 Standard & Poors Rating: A- Moodys Rating: A2 40428HR95 Asset Minor Code 28	1,140,000.000	1,148,994.60 100.7890	1,139,959.20	9,035.40 5,791.20	4,123.00	4.61
Hershey Co 4.750% 2/24/30 Standard & Poors Rating: A Moodys Rating: A1 427866BL1 Asset Minor Code 28	1,230,000.000	1,254,403.20 101.9840	1,228,813.20	25,590.00 8,917.50	20,611.04	4.66
Home Depot Inc 2.800% 9/14/27 Standard & Poors Rating: A Moodys Rating: A2 437076BT8 Asset Minor Code 28	1,400,000.000	1,364,230.00 97.4450	1,284,290.00	79,940.00 5,222.00	11,651.11	2.87
Hyundai Auto Rec 2.220% 10/15/26 Standard & Poors Rating: AAA Moodys Rating: N/A 448977AD0 Asset Minor Code 31	54,156.520	54,066.08 99.8330	54,154.43	- 88.35 142.37	53.43	2.22
International 2.200% 2/09/27 Standard & Poors Rating: A- Moodys Rating: A3 459200KM2 Asset Minor Code 28	1,100,000.000	1,066,978.00 96.9980	1,075,283.00	- 8,305.00 5,951.00	9,545.56	2.27
Jpmorgan Chase Co 4.979% 7/22/28 Standard & Poors Rating: A Moodys Rating: A1 46647PEL6 Asset Minor Code 28	310,000.000	313,974.20 101.2820	310,000.00	3,974.20 1,534.50	6,817.08	4.92

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Lehman Brth Mtn Es 0.00001% 1/24/13 Standard & Poors Rating: N/A Moodys Rating: N/A 525ESCIB7 Asset Minor Code 28	1,000,000.000	400.00 .0400	1.00	399.00 .00	.00	0.03
Mercedes Benz 4.780% 12/17/29 Standard & Poors Rating: N/A Moodys Rating: Aaa 58773DAD6 Asset Minor Code 31	1,000,000.000	1,013,210.00 101.3210	1,006,679.69	6,530.31 3,960.00	2,124.44	4.72
National Rural Mtn 4.800% 3/15/28 Standard & Poors Rating: A- Moodys Rating: A2 63743HFG2 Asset Minor Code 28	1,000,000.000	1,015,930.00 101.5930	1,015,470.00	460.00 3,780.00	14,133.33	4.72
Natixis Ny C D 5.610% 9/18/26 63873QP65 Asset Minor Code 28	1,000,000.000	1,017,670.00 101.7670	1,000,000.00	17,670.00 1,790.00	44,568.33	5.51
Nissan Auto Lease 5.930% 3/15/28 Standard & Poors Rating: N/A Moodys Rating: Aaa 65480MAD5 Asset Minor Code 31	385,000.000	388,029.95 100.7870	384,921.85	3,108.10 - 334.95	1,014.69	5.88
Northern Tr Corp Sr 4.000% 5/10/27 Standard & Poors Rating: A+ Moodys Rating: A2 665859AW4 Asset Minor Code 28	1,000,000.000	998,780.00 99.8780	1,009,660.00	- 10,880.00 1,950.00	5,666.67	4.00
Pnc Financial 2.600% 7/23/26 Standard & Poors Rating: A- Moodys Rating: A3 693475AX3 Asset Minor Code 28	1,000,000.000	983,930.00 98.3930	996,020.00	- 12,090.00 2,890.00	11,411.11	2.64

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Pnc Financial 4.758% 1/26/27 Standard & Poors Rating: A- Moodys Rating: A3 693475BL8 Asset Minor Code 28	575,000.000	575,839.50 100.1460	574,902.25	937.25 511.75	11,779.35	4.75
Pepsico Inc 4.600% 2/07/28 Standard & Poors Rating: A+ Moodys Rating: A1 713448GB8 Asset Minor Code 28	1,500,000.000	1,527,705.00 101.8470	1,492,275.00	35,430.00 11,970.00	27,600.00	4.52
Qualcomm Inc 4.500% 5/20/30 Standard & Poors Rating: A Moodys Rating: A2 747525BU6 Asset Minor Code 28	850,000.000	859,001.50 101.0590	853,570.00	5,431.50 5,431.50	4,250.00	4.45
Roche Holdings Inc 2.314% 3/10/27 Standard & Poors Rating: AA Moodys Rating: Aa2 771196BV3 Asset Minor Code 28	1,500,000.000	1,460,220.00 97.3480	1,478,865.00	- 18,645.00 6,345.00	10,702.25	2.38
Charles Schwab Corp 2.450% 3/03/27 Standard & Poors Rating: A- Moodys Rating: A2 808513BY0 Asset Minor Code 28	850,000.000	826,047.00 97.1820	807,457.50	18,589.50 2,660.50	6,825.97	2.52
State Str Corp 5.272% 8/03/26 Standard & Poors Rating: A Moodys Rating: Aa3 857477CD3 Asset Minor Code 28	980,000.000	989,839.20 101.0040	980,548.80	9,290.40 176.40	21,240.30	5.22
State Str Corp 4.834% 4/24/30 Standard & Poors Rating: A Moodys Rating: Aa3 857477DB6 Asset Minor Code 28	285,000.000	290,286.75 101.8550	285,000.00	5,286.75 2,841.45	2,564.03	4.75

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Target Corp 1.950% 1/15/27 Standard & Poors Rating: A Moodys Rating: A2 87612EBM7 Asset Minor Code 28	1,215,000.000	1,176,849.00 96.8600	1,216,964.50	- 40,115.50 2,976.75	10,924.88	2.01
Texas Instruments 2.900% 11/03/27 Standard & Poors Rating: A+ Moodys Rating: Aa3 882508BC7 Asset Minor Code 28	1,100,000.000	1,073,424.00 97.5840	1,032,438.00	40,986.00 5,016.00	5,139.44	2.97
Toyota Auto 4.770% 11/15/29 Standard & Poors Rating: AAA Moodys Rating: N/A 89231HAD8 Asset Minor Code 31	575,000.000	578,536.25 100.6150	574,967.05	3,569.20 1,960.75	1,219.00	4.74
Toyota Mtr Cr Mtn 1.125% 6/18/26 Standard & Poors Rating: A+ Moodys Rating: A1 89236TJK2 Asset Minor Code 28	.000	.00 97.0540	.00	.00 19,699.20	.00	0.00
Toyota Mtr Corp Mtn 4.800% 5/15/30 Standard & Poors Rating: A+ Moodys Rating: A1 89236TNJ0 Asset Minor Code 28	760,000.000	772,122.00 101.5950	759,133.60	12,988.40 7,562.00	4,661.33	4.72
Toyota Auto Rec Own 5.450% 3/15/29 Standard & Poors Rating: AAA Moodys Rating: N/A 89237QAD2 Asset Minor Code 31	615,000.000	620,836.35 100.9490	614,999.63	5,836.72 1,223.85	1,489.67	5.40
Unitedhealth Group 3.700% 5/15/27 Standard & Poors Rating: A+ Moodys Rating: A2 91324PEG3 Asset Minor Code 28	1,230,000.000	1,218,794.70 99.0890	1,250,325.80	- 31,531.10 7,084.80	5,815.17	3.73

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Volkswagen Auto Loan 5.720% 3/22/27 Standard & Poors Rating: N/A Moodys Rating: Aaa 92867YAB0 Asset Minor Code 31	199,865.790	200,357.46 100.2460	199,854.14	503.32 - 165.53	349.32	5.71
Volkswagen Auto Ln 4.500% 8/20/29 Standard & Poors Rating: N/A Moodys Rating: Aaa 92868MAD1 Asset Minor Code 31	940,000.000	946,984.20 100.7430	939,968.04	7,016.16 3,092.60	1,292.50	4.47
Walmart Inc 4.350% 4/28/30 Standard & Poors Rating: AA Moodys Rating: Aa2 931142FN8 Asset Minor Code 28	425,000.000	429,866.25 101.1450	424,264.75	5,601.50 3,310.75	3,235.31	4.30
Wells Fargo M T N 5.450% 8/07/26 Standard & Poors Rating: A+ Moodys Rating: Aa2 94988J6D4 Asset Minor Code 28	2,200,000.000	2,228,050.00 101.2750	2,198,020.00	30,030.00 3,696.00	47,960.00	5.38
Total Corporate Issues	**55,249,182.880**	**54,276,541.78**	**53,831,830.60**	**444,711.18** **190,025.08**	**519,741.39**	**4.11**

Foreign Issues

Cooperatieve Mtn 4.800% 1/09/29 Standard & Poors Rating: A+ Moodys Rating: Aa2 21688ABC5 Asset Minor Code 35	1,150,000.000	1,172,482.50 101.9550	1,149,241.00	23,241.50 8,544.50	26,373.33	4.71
National Australia 4.944% 1/12/28 Standard & Poors Rating: AA- Moodys Rating: Aa2 63253QAB0 Asset Minor Code 35	1,400,000.000	1,429,638.00 102.1170	1,427,650.00	1,988.00 3,164.00	32,493.07	4.84

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
National Mtn 3.905% 6/09/27 Standard & Poors Rating: AA- Moodys Rating: Aa2 63254ABE7 Asset Minor Code 35	1,400,000.000	1,397,270.00 99.8050	1,387,862.00	9,408.00 5,376.00	3,340.94	3.91
Total Foreign Issues	**3,950,000.000**	**3,999,390.50**	**3,964,753.00**	**34,637.50** **17,084.50**	**62,207.34**	**4.47**
Total Assets	**166,304,696.570**	**163,987,946.50**	**160,769,203.07**	**3,218,743.43** **765,803.67**	**1,259,723.88**	**3.52**
Accrued Income	**.000**	**1,259,723.88**	**1,259,723.88**			
Grand Total	**166,304,696.570**	**165,247,670.38**	**162,028,926.95**			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

We provide a cash management administrative service for the temporary investment of principal and income balances in your account. The fee for providing this service will not exceed $0.42 per month for each $1,000 of the average daily balance invested under the cash management administrative service. The charge for this service has been deducted from your account.

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

ASSET DETAIL MESSAGES (continued)

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
379,886.790	First Am Govt Ob Fd Cl Y 31846V203		07/01/25	0.04	1,759.05	815.37	1,759.05	815.37
Total Cash And Equivalents					**1,759.05**	**815.37**	**1,759.05**	**815.37**
US Government Issues								
3,900,000.000	F H L B Deb 1.100% 8/20/26 3130ANMH0				12,035.83	3,575.00	.00	15,610.83
996,506.590	F N M A Gtd Remic 3.162% 6/25/27 3136AX7E9				2,543.98	2,710.96	2,629.15	2,625.79
1,084,176.470	F N M A Gtd Remic 3.064% 9/25/27 3136AY6X6				2,685.25	2,856.47	2,773.46	2,768.26
1,408,825.330	F N M A Gtd Remic 4.190% 7/25/28 3136BQDE6				4,908.88	4,929.72	4,919.45	4,919.15
770,000.000	F H L M C Mltcl Mtg 3.413% 12/25/26 3137BUX60				2,190.01	2,190.01	2,190.01	2,190.01
885,000.000	F H L M C Mltcl Mt 3.194% 7/25/27 3137FAWS3				2,355.58	2,355.58	2,355.58	2,355.58
1,000,000.000	F H L M C Mltcl Mt 3.600% 1/25/28 3137F4D41				3,000.00	3,000.00	3,000.00	3,000.00
1,500,000.000	F H L M C Mltcl 4.819% 6/25/28 3137HACX2				6,023.75	6,023.75	6,023.75	6,023.75
1,506,118.510	F H L M C Mltcl Mt 4.777% 6/25/28 3137HAD45				6,000.74	5,995.61	6,000.76	5,995.59
1,500,000.000	F H L M C Mltcl Mtg 4.650% 8/25/28 3137HAMH6				5,812.50	5,812.50	5,812.50	5,812.50
1,400,000.000	F H L M C Mltcl 4.740% 8/25/28 3137HAQ74				5,530.00	5,530.00	5,530.00	5,530.00

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,380,000.000	F H L M C Mltcl 4.850% 9/25/28 3137HAST4				5,577.50	5,577.50	5,577.50	5,577.50
1,095,000.000	F H L M C Mltcl Mtg 4.572% 12/25/28 3137HBLV4				4,171.95	4,171.95	4,171.95	4,171.95
670,000.000	F H L M C Mltcl 5.069% 10/25/28 3137HB3D4				2,830.19	2,830.19	2,830.19	2,830.19
1,055,000.000	F H L M C Mltcl Mtg 4.860% 10/25/28 3137HB3G7				4,272.75	4,272.75	4,272.75	4,272.75
1,000,000.000	F H L M C Mltcl Mtg 5.180% 3/25/29 3137HCKV3				4,316.67	4,316.67	4,316.67	4,316.67
1,370,000.000	F H L M C Mltcl Mtg 4.543% 7/25/29 3137HDXL9				5,186.59	5,186.59	5,186.59	5,186.59
535,000.000	FHLMC Remic Series 0.00001% 6/25/29 3137HFNZ4				.00	2,009.82	2,009.82	.00
535,000.000	FHLMC Remic Series 0.00001% 1/25/30 3137HKXJ8				.00	1,966.13	1,966.13	.00
4,000,000.000	U S Treasury Nt 0.500% 10/31/27 91282CAU5				1,739.13	1,630.44	.00	3,369.57
4,560,000.000	U S Treasury Nt 1.250% 3/31/28 91282CBS9				9,655.74	4,672.13	.00	14,327.87
1,380,000.000	U S Treasury Nt 1.250% 5/31/28 91282CCE9				8,672.13	1,413.94	8,625.00	1,461.07
.000	U S Treasury Nt 0.750% 5/31/26 91282CCF6				2,375.41	154.92	2,530.33	.00
2,000,000.000	U S Treasury Nt 1.250% 6/30/28 91282CCH2				10,497.24	2,070.69	12,500.00	67.93
1,075,000.000	U S Treasury Nt 0.625% 7/31/26 91282CCP4				2,245.77	556.80	.00	2,802.57

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
2,500,000.000	U S Treasury Nt 91282CCZ2	0.875% 9/30/26			3,705.60	1,793.03	.00	5,498.63
1,000,000.000	U S Treasury Nt 91282CDG3	1.125% 10/31/26			978.26	917.12	.00	1,895.38
2,400,000.000	U S Treasury Nt 91282CDP3	1.375% 12/31/28			13,742.22	2,848.19	16,500.00	90.41
3,000,000.000	U S Treasury Nt 91282CEE7	2.375% 3/31/29			12,069.67	5,840.17	.00	17,909.84
1,000,000.000	U S Treasury Nt 91282CEM9	2.875% 4/30/29			2,500.00	2,343.75	.00	4,843.75
1,000,000.000	U S Treasury Nt 91282CEN7	2.750% 4/30/27			2,391.30	2,241.85	.00	4,633.15
1,000,000.000	U S Treasury Nt 91282CEV9	3.250% 6/30/29			13,646.41	2,691.91	16,250.00	88.32
2,000,000.000	U S Treasury Nt 91282CFC0	2.625% 7/31/29			17,548.34	4,350.83	.00	21,899.17
3,000,000.000	U S Treasury Nt 91282CFL0	3.875% 9/30/29			19,692.62	9,528.69	.00	29,221.31
4,000,000.000	U S Treasury Nt 91282CFM8	4.125% 9/30/27			28,027.40	13,561.64	.00	41,589.04
1,615,000.000	U S Treasury Nt 91282CFT3	4.000% 10/31/29			5,617.39	5,266.31	.00	10,883.70
4,925,000.000	U S Treasury Nt 91282CGH8	3.500% 1/31/28			57,617.06	14,285.22	.00	71,902.28
1,650,000.000	U S Treasury Nt 91282CHF1	3.750% 5/31/30			.00	3,043.03	- 2,197.75	5,240.78
1,415,000.000	U S Treasury Nt 91282CHU8	4.375% 8/15/26			18,127.24	5,130.36	.00	23,257.60

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
2,000,000.000	U S Treasury Nt 91282CJA0	4.625% 9/30/28			15,669.40	7,581.97	.00	23,251.37
3,225,000.000	U S Treasury Nt 91282CJF9	4.875% 10/31/28			13,671.20	12,816.74	.00	26,487.94
2,170,000.000	U S Treasury Nt 91282CJK8	4.625% 11/15/26			4,636.31	8,181.73	.00	12,818.04
1,000,000.000	U S Treasury Nt 91282CJP7	4.375% 12/15/26			20,192.31	3,595.26	21,875.00	1,912.57
4,200,000.000	U S Treasury Nt 91282CJW2	4.000% 1/31/29			56,154.70	13,922.65	.00	70,077.35
2,060,000.000	U S Treasury Nt 91282CKE0	4.250% 3/15/27			18,556.79	7,137.23	.00	25,694.02
2,635,000.000	U S Treasury Nt 91282CLS8	4.125% 10/31/26			9,451.63	8,860.90	.00	18,312.53
4,100,000.000	U S Treasury Nt 91282CMD0	4.375% 12/31/29			75,317.68	14,861.26	89,687.50	491.44
3,200,000.000	U S Treasury Nt 91282CMG3	4.250% 1/31/30			45,458.56	11,270.72	.00	56,729.28
1,300,000.000	U S Treasury Nt 912828ZB9	1.125% 2/28/27			3,695.99	1,192.26	.00	4,888.25
2,500,000.000	U S Treasury Nt 9128282R0	2.250% 8/15/27			16,470.99	4,661.61	.00	21,132.60
2,575,000.000	U S Treasury Nt 9128283F5	2.250% 11/15/27			2,676.46	4,723.17	.00	7,399.63
1,900,000.000	U S Treasury Nt 9128283W8	2.750% 2/15/28			15,299.72	4,330.11	.00	19,629.83
3,850,000.000	U S Treasury Nt 9128285M8	3.125% 11/15/28			5,557.91	9,808.09	.00	15,366.00

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
2,900,000.000	U S Treasury Nt 2.625% 2/15/29 9128286B1				22,290.75	6,308.70	.00	28,599.45
Total US Government Issues					**635,391.50**	**278,904.62**	**237,336.34**	**676,959.78**
Corporate Issues								
1,150,000.000	Adobe Inc 4.950% 1/17/30 00724PAJ8				21,188.75	4,743.75	.00	25,932.50
.000	Amazon Com 3.300% 4/13/27 023135CF1				5,280.00	1,320.00	6,600.00	.00
1,000,000.000	American Express Co 1.650% 11/04/26 025816CM9				1,237.50	1,375.00	.00	2,612.50
1,285,000.000	American Express 4.870% 5/15/28 02582JJZ4				2,781.31	5,214.96	5,214.96	2,781.31
1,200,000.000	American Honda Mtn 1.300% 9/09/26 02665WDZ1				3,553.33	1,300.00	.00	4,853.33
500,000.000	Analog Devices Inc 1.700% 10/01/28 032654AU9				1,416.67	708.33	.00	2,125.00
1,630,000.000	Bank Of America 4.790% 5/15/28 05522RDG0				3,470.09	6,506.42	6,506.42	3,470.09
1,260,000.000	Bank Of America 4.930% 5/15/29 05522RDJ4				2,760.80	5,176.50	5,176.50	2,760.80
500,000.000	Bmw US Cap LLC Extnd 1.250% 8/12/26 05565EBW4				1,892.36	520.83	.00	2,413.19
700,000.000	Bmw US Cap LLC 5.050% 8/11/28 05565ECE3				10,801.39	2,945.83	.00	13,747.22
945,000.000	Bmw US Cap LLC 4.600% 8/13/27 05565ECQ6				13,041.00	3,622.50	.00	16,663.50
225,000.000	BofA Auto Trust 20 1.160% 11/20/29 05594BAD8				79.75	815.63	815.63	79.75

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	Bank Amer Corp Mtn 3.875% 8/01/25 06051GFS3				2,583.33	258.34	2,841.67	.00
1,025,000.000	Bank America Mtn 5.080% 1/20/27 06051GLE7				18,947.69	4,339.17	.00	23,286.86
1,375,000.000	Bank Of America 5.740% 6/15/28 06054YAC1				3,507.78	6,577.08	6,577.08	3,507.78
1,525,000.000	Bank New York Mtn 4.729% 4/20/29 06405LAH4				7,812.70	6,009.77	.00	13,822.47
95,000.000	Blackrock Funding 4.700% 3/14/29 09290DAA9				955.01	372.09	.00	1,327.10
745,000.000	Bmw Vehicle 4.850% 9/25/29 096924AD7				602.21	2,831.00	2,831.00	602.21
1,285,000.000	Capital One Multi 4.420% 5/15/28 14041NGD7				2,524.31	4,733.08	4,733.08	2,524.31
1,000,000.000	Caterpillar Finl Mtn 1.150% 9/14/26 14913R2Q9				2,459.72	958.34	.00	3,418.06
110,000.000	Caterpillar Mtn 4.375% 8/16/29 14913UAQ3				601.56	401.04	.00	1,002.60
1,000,000.000	Cisco Sys Inc 4.850% 2/26/29 17275RBR2				12,798.61	4,041.67	.00	16,840.28
1,400,000.000	Citibank N A Sr 5.803% 9/29/28 17325FBB3				13,991.68	6,770.16	.00	20,761.84
.000	Citibank N A 5.438% 4/30/26 17325FBF4				1,170.68	453.17	1,623.85	.00
1,140,000.000	Citibank N A 4.914% 5/29/30 17325FBP2				147.42	3,685.50	- 1,146.60	4,979.52
1,100,000.000	Comcast Corporation 3.300% 4/01/27 20030NDK4				6,050.00	3,025.00	.00	9,075.00

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
80,000.000	Cummins Inc 4.250% 5/09/28 231021AY2				207.78	283.33	.00	491.11
800,000.000	Deere John Mtn 1.700% 1/11/27 24422EWA3				5,288.89	1,133.33	.00	6,422.22
375,000.000	John Deere Mtn 5.150% 9/08/26 24422EXD6				4,452.60	1,609.38	.00	6,061.98
1,565,000.000	Discover Card Exe 4.930% 6/15/28 254683CZ6				3,429.09	6,429.54	6,429.54	3,429.09
1,140,000.000	Ford Credit Auto 4.450% 10/15/29 34535KAD0				2,254.67	4,227.50	4,227.50	2,254.67
265,000.000	Gm Financial Consume 4.660% 4/16/30 362549AD9				583.15	939.57	1,008.18	514.54
10,160.570	Gm Fin Cons Auto 1.260% 11/16/26 380146AC4				11.65	17.00	23.34	5.31
1,400,000.000	Goldman Sachs Group 3.850% 1/26/27 38141GWB6				18,715.28	4,491.66	.00	23,206.94
1,140,000.000	Hsbc USA Inc 4.650% 6/03/28 40428HR95				.00	4,123.00	.00	4,123.00
1,230,000.000	Hershey Co 4.750% 2/24/30 427866BL1				15,742.29	4,868.75	.00	20,611.04
1,400,000.000	Home Depot Inc 2.800% 9/14/27 437076BT8				8,384.44	3,266.67	.00	11,651.11
54,156.520	Hyundai Auto Rec 2.220% 10/15/26 448977AD0				86.18	128.84	161.59	53.43
1,100,000.000	International 2.200% 2/09/27 459200KM2				7,528.89	2,016.67	.00	9,545.56
310,000.000	Jpmorgan Chase Co 4.979% 7/22/28 46647PEL6				5,530.84	1,286.24	.00	6,817.08

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,000,000.000	Mercedes Benz 4.780% 12/17/29 58773DAD6				2,124.44	3,983.33	3,983.33	2,124.44
1,000,000.000	National Rural Mtn 4.800% 3/15/28 63743HFG2				10,133.33	4,000.00	.00	14,133.33
1,000,000.000	Natixis Ny C D 5.610% 9/18/26 63873QP65				39,893.33	4,675.00	.00	44,568.33
385,000.000	Nissan Auto Lease 5.930% 3/15/28 65480MAD5				1,014.69	1,902.54	1,902.54	1,014.69
1,000,000.000	Northern Tr Corp Sr 4.000% 5/10/27 665859AW4				2,333.33	3,333.34	.00	5,666.67
1,000,000.000	Pnc Financial 2.600% 7/23/26 693475AX3				9,244.44	2,166.67	.00	11,411.11
575,000.000	Pnc Financial 4.758% 1/26/27 693475BL8				9,499.48	2,279.87	.00	11,779.35
1,500,000.000	Pepsico Inc 4.600% 2/07/28 713448GB8				21,850.00	5,750.00	.00	27,600.00
850,000.000	Qualcomm Inc 4.500% 5/20/30 747525BU6				.00	1,912.50	- 2,337.50	4,250.00
1,500,000.000	Roche Holdings Inc 2.314% 3/10/27 771196BV3				7,809.75	2,892.50	.00	10,702.25
850,000.000	Charles Schwab Corp 2.450% 3/03/27 808513BY0				5,090.56	1,735.41	.00	6,825.97
980,000.000	State Str Corp 5.272% 8/03/26 857477CD3				16,934.84	4,305.46	.00	21,240.30
285,000.000	State Str Corp 4.834% 4/24/30 857477DB6				1,415.96	1,148.07	.00	2,564.03
1,215,000.000	Target Corp 1.950% 1/15/27 87612EBM7				8,950.50	1,974.38	.00	10,924.88

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,100,000.000	Texas Instruments 2.900% 11/03/27 882508BC7				2,481.11	2,658.33	.00	5,139.44
575,000.000	Toyota Auto 4.770% 11/15/29 89231HAD8				1,219.00	2,079.58	2,079.58	1,219.00
.000	Toyota Mtr Cr Mtn 1.125% 6/18/26 89236TJK2				3,260.00	240.00	3,500.00	.00
760,000.000	Toyota Mtr Corp Mtn 4.800% 5/15/30 89236TNJ0				1,621.33	3,040.00	.00	4,661.33
615,000.000	Toyota Auto Rec Own 5.450% 3/15/29 89237QAD2				1,489.67	2,501.00	2,501.00	1,489.67
1,230,000.000	Unitedhealth Group 3.700% 5/15/27 91324PEG3				2,022.67	3,792.50	.00	5,815.17
199,865.790	Volkswagen Auto Loan 5.720% 3/22/27 92867YAB0				423.81	1,081.37	1,155.86	349.32
940,000.000	Volkswagen Auto Ln 4.500% 8/20/29 92868MAD1				1,292.50	3,525.00	3,525.00	1,292.50
425,000.000	Walmart Inc 4.350% 4/28/30 931142FN8				1,694.69	1,540.62	.00	3,235.31
2,200,000.000	Wells Fargo M T N 5.450% 8/07/26 94988J6D4				37,968.33	9,991.67	.00	47,960.00
Total Corporate Issues					**403,639.16**	**186,035.78**	**69,933.55**	**519,741.39**
Foreign Issues								
1,150,000.000	Cooperatieve Mtn 4.800% 1/09/29 21688ABC5				21,773.33	4,600.00	.00	26,373.33
1,400,000.000	National Australia 4.944% 1/12/28 63253QAB0				26,725.07	5,768.00	.00	32,493.07
1,400,000.000	National Mtn 3.905% 6/09/27 63254ABE7				26,120.11	4,555.83	27,335.00	3,340.94

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Total Foreign Issues					**74,618.51**	**14,923.83**	**27,335.00**	**62,207.34**
Grand Total					**1,115,408.22**	**480,679.60**	**336,363.94**	**1,259,723.88**

INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
	Interest	
	Amazon Com 3.300% 4/13/27 023135Cf1	
06/13/2025	Received Accrued Interest On Sale Of Amazon Com 3.300% 4/13/27 Income Credit 6,600.00 USD	6,600.00
	American Express 4.870% 5/15/28 02582Jjz4	
06/16/2025	American Express 4.870% 5/15/28 $0.00406/Pv On 1,285,000.00 Pv Due 6/15/25	5,214.96
	Bank Amer Corp Mtn 3.875% 8/01/25 06051Gfs3	
06/13/2025	Received Accrued Interest On Sale Of Bank Amer Corp Mtn 3.875% 8/01/25 Income Credit 2,841.67 USD	2,841.67
	Bank Of America 4.790% 5/15/28 05522Rdg0	
06/16/2025	Bank Of America 4.790% 5/15/28 $0.00399/Pv On 1,630,000.00 Pv Due 6/15/25	6,506.42
	Bank Of America 4.930% 5/15/29 05522Rdj4	
06/16/2025	Bank Of America 4.930% 5/15/29 $0.00411/Pv On 1,260,000.00 Pv Due 6/15/25	5,176.50
	Bank Of America 5.740% 6/15/28 06054Yac1	
06/16/2025	Bank Of America 5.740% 6/15/28 $0.00478/Pv On 1,375,000.00 Pv Due 6/15/25	6,577.08
	Bmw Vehicle 4.850% 9/25/29 096924Ad7	

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
06/25/2025	Bmw Vehicle 4.850% 9/25/29 $0.00380/Pv On 745,000.00 Pv Due 6/25/25	2,831.00
	BofA Auto Trust 20 1.160% 11/20/29 **05594Bad8**	
06/20/2025	BofA Auto Trust 20 1.160% 11/20/29 $0.00363/Pv On 225,000.00 Pv Due 6/20/25	815.63
	Capital One Multi 4.420% 5/15/28 **14041Ngd7**	
06/16/2025	Capital One Multi 4.420% 5/15/28 $0.00368/Pv On 1,285,000.00 Pv Due 6/15/25	4,733.08
	Citibank N A 4.914% 5/29/30 **17325Fbp2**	
06/13/2025	Paid Accrued Interest On Purchase Of Citibank N A 4.914% 5/29/30 Income Debit 1,146.60- USD	- 1,146.60
	Citibank N A 5.438% 4/30/26 **17325Fbf4**	
06/13/2025	Received Accrued Interest On Sale Of Citibank N A 5.438% 4/30/26 Income Credit 1,623.85 USD	1,623.85
	Discover Card Exe 4.930% 6/15/28 **254683CZ6**	
06/16/2025	Discover Card Exe 4.930% 6/15/28 $0.00411/Pv On 1,565,000.00 Pv Due 6/15/25	6,429.54
	F H L M C Mltcl 4.740% 8/25/28 **3137Haq74**	
06/25/2025	F H L M C Mltcl 4.740% 8/25/28 $0.00395/Pv On 1,400,000.00 Pv Due 6/25/25	5,530.00
	F H L M C Mltcl 4.819% 6/25/28 **3137Hacx2**	

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
06/25/2025	F H L M C Mltcl 4.819% 6/25/28 $0.00402/Pv On 1,500,000.00 Pv Due 6/25/25	6,023.75
F H L M C Mltcl 4.850% 9/25/28 3137Hast4		
06/25/2025	F H L M C Mltcl 4.850% 9/25/28 $0.00404/Pv On 1,380,000.00 Pv Due 6/25/25	5,577.50
F H L M C Mltcl 5.069% 10/25/28 3137Hb3D4		
06/25/2025	F H L M C Mltcl 5.069% 10/25/28 $0.00422/Pv On 670,000.00 Pv Due 6/25/25	2,830.19
F H L M C Mltcl Mt 3.194% 7/25/27 3137Faws3		
06/25/2025	F H L M C Mltcl Mt 3.194% 7/25/27 $0.00266/Pv On 885,000.00 Pv Due 6/25/25	2,355.58
F H L M C Mltcl Mt 3.600% 1/25/28 3137F4D41		
06/25/2025	F H L M C Mltcl Mt 3.600% 1/25/28 $0.00300/Pv On 1,000,000.00 Pv Due 6/25/25	3,000.00
F H L M C Mltcl Mt 4.777% 6/25/28 3137Had45		
06/25/2025	F H L M C Mltcl Mt 4.777% 6/25/28 $0.00398/Pv On 1,507,412.51 Pv Due 6/25/25	6,000.76
F H L M C Mltcl Mtg 3.413% 12/25/26 3137Bux60		
06/25/2025	F H L M C Mltcl Mtg 3.413% 12/25/26 $0.00284/Pv On 770,000.00 Pv Due 6/25/25	2,190.01
F H L M C Mltcl Mtg 4.543% 7/25/29 3137Hdxl9		
06/25/2025	F H L M C Mltcl Mtg 4.543% 7/25/29 $0.00379/Pv On 1,370,000.00 Pv Due 6/25/25	5,186.59

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
	F H L M C Mltcl Mtg 4.572% 12/25/28 **3137Hblv4**	
06/25/2025	F H L M C Mltcl Mtg 4.572% 12/25/28 $0.00381/Pv On 1,095,000.00 Pv Due 6/25/25	4,171.95
	F H L M C Mltcl Mtg 4.650% 8/25/28 **3137Hamh6**	
06/25/2025	F H L M C Mltcl Mtg 4.650% 8/25/28 $0.00388/Pv On 1,500,000.00 Pv Due 6/25/25	5,812.50
	F H L M C Mltcl Mtg 4.860% 10/25/28 **3137Hb3G7**	
06/25/2025	F H L M C Mltcl Mtg 4.860% 10/25/28 $0.00405/Pv On 1,055,000.00 Pv Due 6/25/25	4,272.75
	F H L M C Mltcl Mtg 5.180% 3/25/29 **3137Hckv3**	
06/25/2025	F H L M C Mltcl Mtg 5.180% 3/25/29 $0.00432/Pv On 1,000,000.00 Pv Due 6/25/25	4,316.67
	F N M A Gtd Remic 3.064% 9/25/27 **3136Ay6X6**	
06/25/2025	F N M A Gtd Remic 3.064% 9/25/27 $0.00255/Pv On 1,086,046.22 Pv Due 6/25/25	2,773.46
	F N M A Gtd Remic 3.162% 6/25/27 **3136Ax7E9**	
06/25/2025	F N M A Gtd Remic 3.162% 6/25/27 $0.00264/Pv On 997,639.86 Pv Due 6/25/25	2,629.15
	F N M A Gtd Remic 4.190% 7/25/28 **3136Bqde6**	
06/25/2025	F N M A Gtd Remic 4.190% 7/25/28 $0.00349/Pv On 1,408,911.87 Pv Due 6/25/25	4,919.45
	FHLMC Remic Series 0.00001% 1/25/30 **3137Hkxj8**	

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
06/25/2025	FHLMC Remic Series 0.00001% 1/25/30 $0.00368/Pv On 535,000.00 Pv Due 6/25/25	1,966.13
FHLMC Remic Series 0.00001% 6/25/29 **3137Hfnz4**		
06/25/2025	FHLMC Remic Series 0.00001% 6/25/29 $0.00376/Pv On 535,000.00 Pv Due 6/25/25	2,009.82
First Am Govt Ob Fd Cl Y **31846V203**		
06/02/2025	Interest From 5/1/25 To 5/31/25	1,759.05
Ford Credit Auto 4.450% 10/15/29 **34535Kad0**		
06/16/2025	Ford Credit Auto 4.450% 10/15/29 $0.00371/Pv On 1,140,000.00 Pv Due 6/15/25	4,227.50
Gm Fin Cons Auto 1.260% 11/16/26 **380146Ac4**		
06/16/2025	Gm Fin Cons Auto 1.260% 11/16/26 $0.00105/Pv On 22,226.72 Pv Due 6/16/25	23.34
Gm Financial Consume 4.660% 4/16/30 **362549Ad9**		
06/16/2025	Gm Financial Consume 4.660% 4/16/30 $0.00380/Pv On 265,000.00 Pv Due 6/16/25	1,008.18
Hyundai Auto Rec 2.220% 10/15/26 **448977Ad0**		
06/16/2025	Hyundai Auto Rec 2.220% 10/15/26 $0.00185/Pv On 87,347.97 Pv Due 6/15/25	161.59
Mercedes Benz 4.780% 12/17/29 **58773Dad6**		
06/16/2025	Mercedes Benz 4.780% 12/17/29 $0.00398/Pv On 1,000,000.00 Pv Due 6/15/25	3,983.33

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
	National Mtn 3.905% 6/09/27 63254Abe7	
06/10/2025	National Mtn 3.905% 6/09/27 0.019525 USD/$1 Pv On 1,400,000 Par Value Due 6/10/25	27,335.00
	Nissan Auto Lease 5.930% 3/15/28 65480Mad5	
06/16/2025	Nissan Auto Lease 5.930% 3/15/28 $0.00494/Pv On 385,000.00 Pv Due 6/15/25	1,902.54
	Qualcomm Inc 4.500% 5/20/30 747525Bu6	
06/13/2025	Paid Accrued Interest On Purchase Of Qualcomm Inc 4.500% 5/20/30 Income Debit 2,337.50- USD	- 2,337.50
	Toyota Auto 4.770% 11/15/29 89231Had8	
06/16/2025	Toyota Auto 4.770% 11/15/29 $0.00362/Pv On 575,000.00 Pv Due 6/15/25	2,079.58
	Toyota Auto Rec Own 5.450% 3/15/29 89237Qad2	
06/16/2025	Toyota Auto Rec Own 5.450% 3/15/29 $0.00407/Pv On 615,000.00 Pv Due 6/15/25	2,501.00
	Toyota Mtr Cr Mtn 1.125% 6/18/26 89236Tjk2	
06/13/2025	Received Accrued Interest On Sale Of Toyota Mtr Cr Mtn 1.125% 6/18/26 Income Credit 3,500.00 USD	3,500.00
	U S Treasury Nt 0.750% 5/31/26 91282Ccf6	
06/02/2025	U S Treasury Nt 0.750% 5/31/26 0.00375 USD/$1 Pv On 630,000 Par Value Due 5/31/25	2,362.50

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
06/13/2025	Received Accrued Interest On Sale Of U S Treasury Nt 0.750% 5/31/26 Income Credit 167.83 USD	167.83
Total U S Treasury Nt 0.750% 5/31/26		**2,530.33**
U S Treasury Nt 1.250% 5/31/28 91282Cce9		
06/02/2025	U S Treasury Nt 1.250% 5/31/28 0.00625 USD/$1 Pv On 1,380,000 Par Value Due 5/31/25	8,625.00
U S Treasury Nt 1.250% 6/30/28 91282Cch2		
06/30/2025	U S Treasury Nt 1.250% 6/30/28 0.00625 USD/$1 Pv On 2,000,000 Par Value Due 6/30/25	12,500.00
U S Treasury Nt 1.375% 12/31/28 91282Cdp3		
06/30/2025	U S Treasury Nt 1.375% 12/31/28 0.006875 USD/$1 Pv On 2,400,000 Par Value Due 6/30/25	16,500.00
U S Treasury Nt 3.250% 6/30/29 91282Cev9		
06/30/2025	U S Treasury Nt 3.250% 6/30/29 0.01625 USD/$1 Pv On 1,000,000 Par Value Due 6/30/25	16,250.00
U S Treasury Nt 3.750% 5/31/30 91282CHF1		
06/13/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 3.750% 5/31/30 Income Debit 2,197.75- USD	- 2,197.75
U S Treasury Nt 4.375% 12/15/26 91282Cjp7		
06/16/2025	U S Treasury Nt 4.375% 12/15/26 0.021875 USD/$1 Pv On 1,000,000 Par Value Due 6/15/25	21,875.00

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
U S Treasury Nt 4.375% 12/31/29 91282Cmd0		
06/30/2025	U S Treasury Nt 4.375% 12/31/29 0.021875 USD/$1 Pv On 4,100,000 Par Value Due 6/30/25	89,687.50
Volkswagen Auto Ln 4.500% 8/20/29 92868Mad1		
06/20/2025	Volkswagen Auto Ln 4.500% 8/20/29 $0.00375/Pv On 940,000.00 Pv Due 6/20/25	3,525.00
Volkswagen Auto Loan 5.720% 3/22/27 92867Yab0		
06/20/2025	Volkswagen Auto Loan 5.720% 3/22/27 $0.00477/Pv On 242,487.47 Pv Due 6/20/25	1,155.86
Total Interest		**336,363.94**

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
06/26/2025	Collected	- 674.87
	Charged For Period 05/01/2025 Thru 05/31/2025	
Total Trust Fees		**- 674.87**
Total Trust Fees		**- 674.87**
Total Plan Expenses		**- 674.87**

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
06/02/2025	Purchased 10,987.5 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/2/25 31846V203	10,987.500	.00	- 10,987.50	10,987.50
06/10/2025	Purchased 27,335 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/10/25 31846V203	27,335.000	.00	- 27,335.00	27,335.00
06/16/2025	Purchased 107,718.52 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/16/25 31846V203	107,718.520	.00	- 107,718.52	107,718.52
06/16/2025	Purchased 9,938.72 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/16/25 31846V203	9,938.720	.00	- 9,938.72	9,938.72
06/20/2025	Purchased 48,118.17 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/20/25 31846V203	48,118.170	.00	- 48,118.17	48,118.17
06/25/2025	Purchased 16,242.62 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/25/25 31846V203	16,242.620	.00	- 16,242.62	16,242.62
06/25/2025	Purchased 62,538.2 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/25/25 31846V203	62,538.200	.00	- 62,538.20	62,538.20

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
06/30/2025	Purchased 134,937.5 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/30/25 31846V203	134,937.500	.00	- 134,937.50	134,937.50
Total First Am Govt Ob Fd Cl Y		**417,816.230**	**.00**	**- 417,816.23**	**417,816.23**
Total Cash And Equivalents		**417,816.230**	**.00**	**- 417,816.23**	**417,816.23**
US Government Issues					
06/12/2025	Purchased 1,650,000 Par Value Of U S Treasury Nt 3.750% 5/31/30 Trade Date 6/12/25 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: Djcaxnzzaaayzaaa 1,650,000 Par Value At 98.95703152 % 91282CHF1	1,650,000.000	.00	- 1,632,791.02	1,632,791.02
Total U S Treasury Nt 3.750% 5/31/30		**1,650,000.000**	**.00**	**- 1,632,791.02**	**1,632,791.02**
Total Government Issues		**1,650,000.000**	**.00**	**- 1,632,791.02**	**1,632,791.02**
Corporate Issues					
06/12/2025	Purchased 600,000 Par Value Of Citibank N A 4.914% 5/29/30 Trade Date 6/12/25 Purchased Through BofA Securities, Inc. Swift External Ref#: Djcaxn2Zaaayzaaa 600,000 Par Value At 101.159 % 17325FBP2	600,000.000	.00	- 606,954.00	606,954.00
Total Citibank N A 4.914% 5/29/30		**600,000.000**	**.00**	**- 606,954.00**	**606,954.00**

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
06/12/2025	Purchased 850,000 Par Value Of Qualcomm Inc 4.500% 5/20/30 Trade Date 6/12/25 Purchased Through BofA Securities, Inc. Swift External Ref#: Djcaxn2caaayzaaa 850,000 Par Value At 100.42 % 747525BU6	850,000.000	.00	- 853,570.00	853,570.00
Total Qualcomm Inc 4.500% 5/20/30		**850,000.000**	**.00**	**- 853,570.00**	**853,570.00**
Total Corporate Issues		**1,450,000.000**	**.00**	**- 1,460,524.00**	**1,460,524.00**
Total Purchases		**3,517,816.230**	**.00**	**- 3,511,131.25**	**3,511,131.25**

SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
06/03/2025	Sold 1,138,200.15 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/3/25 31846V203	- 1,138,200.150	.00	1,138,200.15	- 1,138,200.15	.00
06/13/2025	Sold 219,946.4 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/13/25 31846V203	- 219,946.400	.00	219,946.40	- 219,946.40	.00
06/26/2025	Sold 674.87 Units Of First Am Govt Ob Fd Cl Y Trade Date 6/26/25 31846V203	- 674.870	.00	674.87	- 674.87	.00
Total First Am Govt Ob Fd Cl Y		**- 1,358,821.420**	**.00**	**1,358,821.42**	**- 1,358,821.42**	**.00**
Total Cash And Equivalents		**- 1,358,821.420**	**.00**	**1,358,821.42**	**- 1,358,821.42**	**.00**
US Government Issues						
06/25/2025	Paid Down 1,294 Par Value Of F H L M C Mltcl Mt 4.777% 6/25/28 Trade Date 6/25/25 3137HAD45	- 1,294.000	.00	1,294.00	- 1,293.97	.03
Total F H L M C Mltcl Mt 4.777% 6/25/28		**- 1,294.000**	**.00**	**1,294.00**	**- 1,293.97**	**.03**
06/25/2025	Paid Down 1,869.75 Par Value Of F N M A Gtd Remic 3.064% 9/25/27 Trade Date 6/25/25 3136AY6X6	- 1,869.750	.00	1,869.75	- 1,741.13	128.62

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total F N M A Gtd Remic 3.064% 9/25/27		**- 1,869.750**	**.00**	**1,869.75**	**- 1,741.13**	**128.62**
06/25/2025	Paid Down 1,133.27 Par Value Of F N M A Gtd Remic 3.162% 6/25/27 Trade Date 6/25/25 3136AX7E9	- 1,133.270	.00	1,133.27	- 1,059.56	73.71
Total F N M A Gtd Remic 3.162% 6/25/27		**- 1,133.270**	**.00**	**1,133.27**	**- 1,059.56**	**73.71**
06/25/2025	Paid Down 86.54 Par Value Of F N M A Gtd Remic 4.190% 7/25/28 Trade Date 6/25/25 3136BQDE6	- 86.540	.00	86.54	- 85.07	1.47
Total F N M A Gtd Remic 4.190% 7/25/28		**- 86.540**	**.00**	**86.54**	**- 85.07**	**1.47**
06/12/2025	Sold 630,000 Par Value Of U S Treasury Nt 0.750% 5/31/26 Trade Date 6/12/25 Sold Through Wells Fargo Securities, LLC Swift External Ref#: Djcaxnz2Aaayzaaa 630,000 Par Value At 96.83984444 % 91282CCF6	- 630,000.000	.00	610,091.02	- 617,641.79	- 7,550.77
Total U S Treasury Nt 0.750% 5/31/26		**- 630,000.000**	**.00**	**610,091.02**	**- 617,641.79**	**- 7,550.77**
Total Government Issues		**- 634,383.560**	**.00**	**614,474.58**	**- 621,821.52**	**- 7,346.94**

Corporate Issues

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
06/12/2025	Sold 1,200,000 Par Value Of Amazon Com 3.300% 4/13/27 Trade Date 6/12/25 Sold Through Barclays Capital Inc. Fixed In Swift External Ref#: Djcaxn51Aaayzaaa 1,200,000 Par Value At 98.618 % 023135CF1	- 1,200,000.000	.00	1,183,416.00	- 1,122,468.00	60,948.00
Total Amazon Com 3.300% 4/13/27		**- 1,200,000.000**	**.00**	**1,183,416.00**	**- 1,122,468.00**	**60,948.00**
06/12/2025	Sold 200,000 Par Value Of Bank Amer Corp Mtn 3.875% 8/01/25 Trade Date 6/12/25 Sold Through Goldman Sachs & Co. LLC Swift External Ref#: Djcaxn57Aaayzaaa 200,000 Par Value At 99.882 % 06051GFS3	- 200,000.000	.00	199,764.00	- 226,820.00	- 27,056.00
Total Bank Amer Corp Mtn 3.875% 8/01/25		**- 200,000.000**	**.00**	**199,764.00**	**- 226,820.00**	**- 27,056.00**
06/12/2025	Sold 250,000 Par Value Of Citibank N A 5.438% 4/30/26 Trade Date 6/12/25 Sold Through Bank Of New York Swift External Ref#: Djcaxn54Aaayzaaa 250,000 Par Value At 100.741 % 17325FBF4	- 250,000.000	.00	251,852.50	- 250,000.00	1,852.50
Total Citibank N A 5.438% 4/30/26		**- 250,000.000**	**.00**	**251,852.50**	**- 250,000.00**	**1,852.50**
06/16/2025	Paid Down 12,066.15 Par Value Of Gm Fin Cons Auto 1.260% 11/16/26 Trade Date 6/16/25 380146AC4	- 12,066.150	.00	12,066.15	- 12,065.10	1.05
Total Gm Fin Cons Auto 1.260% 11/16/26		**- 12,066.150**	**.00**	**12,066.15**	**- 12,065.10**	**1.05**

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
06/16/2025	Paid Down 33,191.45 Par Value Of Hyundai Auto Rec 2.220% 10/15/26 Trade Date 6/15/25 448977AD0	- 33,191.450	.00	33,191.45	- 33,190.17	1.28
Total Hyundai Auto Rec 2.220% 10/15/26		**- 33,191.450**	**.00**	**33,191.45**	**- 33,190.17**	**1.28**
06/12/2025	Sold 640,000 Par Value Of Toyota Mtr Cr Mtn 1.125% 6/18/26 Trade Date 6/12/25 Sold Through BofA Securities, Inc. Swift External Ref#: Djcaxn5+aaayzaaa 640,000 Par Value At 96.749 % 89236TJK2	- 640,000.000	.00	619,193.60	- 638,579.20	- 19,385.60
Total Toyota Mtr Cr Mtn 1.125% 6/18/26		**- 640,000.000**	**.00**	**619,193.60**	**- 638,579.20**	**- 19,385.60**
06/20/2025	Paid Down 42,621.68 Par Value Of Volkswagen Auto Loan 5.720% 3/22/27 Trade Date 6/20/25 92867YAB0	- 42,621.680	.00	42,621.68	- 42,619.20	2.48
Total Volkswagen Auto Loan 5.720% 3/22/27		**- 42,621.680**	**.00**	**42,621.68**	**- 42,619.20**	**2.48**
Total Corporate Issues		**- 2,377,879.280**	**.00**	**2,342,105.38**	**- 2,325,741.67**	**16,363.71**
Total Sales And Maturities		**- 4,371,084.260**	**.00**	**4,315,401.38**	**- 4,306,384.61**	**9,016.77**

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

02687304
55- -01-B -62 -185-04
0101 -11-03184-04

CITY OF LINCOLN
ACCOUNT

BOND SUMMARY

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
MATURITY SUMMARY			
< 2025	1,000,000.00	400.00	0.00
2025	.00	.00	0.00
2026	25,784,317.09	25,443,454.87	15.56
2027	37,240,548.85	36,456,313.09	22.28
2028	54,309,943.84	53,960,976.80	32.98
2029	36,100,000.00	36,075,874.15	22.05
2030	11,490,000.00	11,671,040.80	7.13
Total	**165,924,809.78**	**163,608,059.71**	**100.00**
MOODY'S RATING			
Aaa	9,984,865.79	10,046,711.56	6.14
Aa1	86,035,000.00	84,526,611.00	51.66
Aa2	9,600,000.00	9,664,075.00	5.91
Aa3	5,000,000.00	5,076,246.15	3.10
A1	8,150,000.00	8,260,137.15	5.05
A2	14,920,000.00	14,733,971.90	9.01
A3	4,975,000.00	4,867,573.50	2.98
N/A	26,259,943.99	25,415,063.45	15.53
Not Provided	1,000,000.00	1,017,670.00	0.62
Total	**165,924,809.78**	**163,608,059.71**	**100.00**
S&P RATING			
AAA	10,429,317.09	10,492,906.72	6.41
AA+	3,900,000.00	3,773,874.00	2.31
AA	1,925,000.00	1,890,086.25	1.16
AA-	5,420,000.00	5,495,246.45	3.36
A+	12,630,000.00	12,804,798.70	7.83
A	10,780,000.00	10,704,145.70	6.54
A-	10,490,000.00	10,317,036.60	6.31
BBB+	1,400,000.00	1,390,690.00	0.85
N/A	107,950,492.69	105,721,605.29	64.62
Not Provided	1,000,000.00	1,017,670.00	0.61
Total	**165,924,809.78**	**163,608,059.71**	**100.00**

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PARS/CITY OF LINCOLN POST EMPLOYMENT BENEFITS TRUST- OPEB

This statement is for the period from June 1, 2025 to June 30, 2025

Questions?
If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
RODION BUTYRSKI
18300 VON KARMAN
SUITE 500
IRVINE CA 92612
Phone: 949-224-7211
E-mail: rodion.butyrski@usbank.com

000000404 18 SP 000638998208180 P

CITY OF LINCOLN
ATTENTION: CITY MANAGER
600 6TH STREET
LINCOLN, CA 95648-1825

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

TABLE OF CONTENTS

Schedule	Page
Market And Cost Reconciliation	3
Cash Reconciliation	4
Asset Summary	5
Asset Detail	6
Income Accrual Detail	10
Investment Activity	12
Plan Expenses	14
Purchases	15
Sales And Maturities	18

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PARS/CITY OF LINCOLN 115P-OPEB

MARKET AND COST RECONCILIATION

	06/30/2025 MARKET	06/30/2025 BOOK VALUE
Beginning Market And Cost	**18,021,958.32**	**18,153,555.62**
Investment Activity		
Interest	1,283.09	1,283.09
Dividends	56,603.29	56,603.29
Change In Unrealized Gain/Loss	514,924.01	.00
Net Accrued Income (Current-Prior)	- 69.30	- 69.30
Total Investment Activity	**572,741.09**	**57,817.08**
Plan Expenses		
Administrative Expenses*	- 3,121.66	- 3,121.66
Trust Fees	- 3,425.22	- 3,425.22
Total Plan Expenses	**- 6,546.88**	**- 6,546.88**
Net Change In Market And Cost	**566,194.21**	**51,270.20**
Ending Market And Cost	**18,588,152.53**	**18,204,825.82**

MARKET AND COST RECONCILIATION MESSAGES

* Includes Professional Fees, Contract Administrator Fees and Investment Advisory Fees

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PARS/CITY OF LINCOLN 115P-OPEB

CASH RECONCILIATION

Beginning Cash	**.00**
Investment Activity	
Interest	1,283.09
Dividends	56,603.29
Cash Equivalent Purchases	- 19,756.65
Mutual Fund Purchases	- 38,129.73
Cash Equivalent Sales	6,546.88
Total Investment Activity	**6,546.88**
Plan Expenses	
Administrative Expenses*	- 3,121.66
Trust Fees	- 3,425.22
Total Plan Expenses	**- 6,546.88**
Net Change In Cash	**.00**
Ending Cash	**.00**

CASH RECONCILIATION MESSAGES

* Includes Professional Fees, Contract Administrator Fees and Investment Advisory Fees

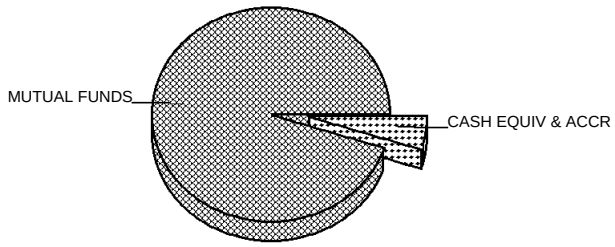
00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PARS/CITY OF LINCOLN 115P-OPEB

ASSET SUMMARY

ASSETS	06/30/2025 MARKET	06/30/2025 BOOK VALUE	% OF MARKET
Cash And Equivalents	358,010.66	358,010.66	1.92
Mutual Funds-Equity	10,912,700.53	10,414,687.74	58.71
Mutual Funds-Fixed Income	7,316,227.55	7,430,913.63	39.36
Total Assets	**18,586,938.74**	**18,203,612.03**	**99.99**
Accrued Income	1,213.79	1,213.79	0.01
Grand Total	**18,588,152.53**	**18,204,825.82**	**100.00**

Estimated Annual Income **492,453.58**



ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl X 31846V336 Asset Minor Code 1	358,010.660	358,010.66 1.0000	358,010.66	.00 .00	358,010.66 .00	1,213.79 4.26
Total Money Markets	**358,010.660**	**358,010.66**	**358,010.66**	**.00** **.00**	**358,010.66** **.00**	**1,213.79** **4.25**
Total Cash And Equivalents	**358,010.660**	**358,010.66**	**358,010.66**	**.00** **.00**	**358,010.66** **.00**	**1,213.79** **4.25**
Mutual Funds						
Mutual Funds-Equity						
Cohen & Steers Instl Realty Shares 19247U106 Asset Minor Code 98	10,593.146	521,924.30 49.2700	553,903.32	- 31,979.02 - 1,049.42	553,903.32 - 31,979.02	.00 3.04
Columbia Small Cap Growth Inst3 19765Y340 Asset Minor Code 98	2,726.463	82,557.30 30.2800	76,855.73	5,701.57 6,679.83	76,855.73 5,701.57	.00 0.00
Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	35,953.551	1,394,997.78 38.8000	1,394,238.89	758.89 74,423.85	1,394,238.89 758.89	.00 0.65
Fidelity International Index Fund 315911727 Asset Minor Code 98	22,096.919	1,266,816.37 57.3300	1,145,808.91	121,007.46 30,935.69	1,145,808.91 121,007.46	.00 2.71
Emerald Growth Institutional 317609253 Asset Minor Code 98	3,065.756	83,265.93 27.1600	81,492.62	1,773.31 7,909.65	81,492.62 1,773.31	.00 2.49

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Goldman Sachs Gqg Ptnrs Intl Opps R6 38147N269 Asset Minor Code 98	20,775.267	470,559.80 22.6500	471,526.82	- 967.02 8,102.36	452,900.82 17,658.98	.00 2.00
Hartford Schroders Emerging Markets 41665X859 Asset Minor Code 98	51,315.474	975,507.16 19.0100	896,221.17	79,285.99 57,473.33	896,221.17 79,285.99	.00 1.17
Lazard Cl List Infrastr Inst 52106N459 Asset Minor Code 98	16,638.851	298,833.76 17.9600	270,496.78	28,336.98 1,677.97	270,496.78 28,336.98	.00 2.76
Mfs International Growth R6 552746356 Asset Minor Code 98	9,779.532	467,363.83 47.7900	451,397.77	15,966.06 11,833.23	451,397.77 15,966.06	.00 1.47
Nyli Cbre Global Infrastructure 56064L280 Asset Minor Code 98	19,354.916	276,194.65 14.2700	268,705.06	7,489.59 - 383.63	273,317.47 2,877.18	.00 2.14
Putnam Core Equity Fund Y 74676P839 Asset Minor Code 98	13,516.993	610,697.74 45.1800	593,536.90	17,160.84 30,413.23	593,536.90 17,160.84	.00 0.70
Schwab U S Large Cap Etf 808524201 Asset Minor Code 94	175,076.000	4,278,857.44 24.4400	4,013,533.68	265,323.76 199,586.64	4,013,533.68 265,323.76	.00 1.17
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	2,254.591	185,124.47 82.1100	196,970.09	- 11,845.62 5,140.47	196,970.09 - 11,845.62	.00 2.02
Total Mutual Funds-Equity	**383,147.459**	**10,912,700.53**	**10,414,687.74**	**498,012.79** **432,743.20**	**10,400,674.15** **512,026.38**	**.00** **1.47**
Mutual Funds-Fixed Income						
Baird Aggregate Bond Fd Instl 057071854 Asset Minor Code 99	202,008.366	1,989,782.41 9.8500	2,025,796.03	- 36,013.62 24,186.79	2,025,796.03 - 36,013.62	.00 4.06

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Dodge Cox	92,342.984	1,167,215.32	1,194,241.94	- 27,026.62	1,194,241.94	.00
Income		12.6400		8,280.81	- 27,026.62	4.22
256210105 Asset Minor Code 99						
Ishares Core	18,115.000	1,797,008.00	1,815,199.27	- 18,191.27	1,815,199.27	.00
U.S. Aggregate Bond Etf		99.2000		19,926.50	- 18,191.27	3.81
464287226 Asset Minor Code 95						
Nyli MacKay	64,572.063	336,420.45	340,039.30	- 3,618.85	340,039.30	.00
High Yield Corp Bd Fd R6		5.2100		3,853.91	- 3,618.85	6.24
56063N881 Asset Minor Code 99						
Pgim Total	112,814.679	1,358,288.74	1,388,168.73	- 29,879.99	1,388,168.73	.00
Return Bond Cl R6		12.0400		16,854.51	- 29,879.99	4.73
74440B884 Asset Minor Code 99						
Voya	75,940.003	667,512.63	667,468.36	44.27	667,468.36	.00
Intermediate Bond Fund Class R6		8.7900		9,078.29	44.27	4.77
92913L569 Asset Minor Code 99						
Total Mutual Funds-Fixed	**565,793.095**	**7,316,227.55**	**7,430,913.63**	**- 114,686.08**	**7,430,913.63**	**.00**
Income				**82,180.81**	**- 114,686.08**	**4.31**
Total Mutual Funds	**948,940.554**	**18,228,928.08**	**17,845,601.37**	**383,326.71**	**17,831,587.78**	**.00**
				514,924.01	**397,340.30**	**2.61**
Total Assets	**1,306,951.214**	**18,586,938.74**	**18,203,612.03**	**383,326.71**	**18,189,598.44**	**1,213.79**
				514,924.01	**397,340.30**	**2.64**
Accrued Income	**.000**	**1,213.79**	**1,213.79**			
Grand Total	**1,306,951.214**	**18,588,152.53**	**18,204,825.82**			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
358,010.660	First Am Govt Ob Fd Cl X 31846V336		07/01/25	0.04	1,283.09	1,213.79	1,283.09	1,213.79
Total Cash And Equivalents					**1,283.09**	**1,213.79**	**1,283.09**	**1,213.79**
Mutual Funds-Equity								
10,593.146	Cohen & Steers Instl Realty Shares 19247U106	06/30/25	06/30/25	1.50	.00	4,879.76	4,879.76	.00
16,638.851	Lazard Cl List Infrastr Inst 52106N459	06/20/25	06/23/25	0.50	.00	1,783.32	1,783.32	.00
19,354.916	Nyli Cbre Global Infrastructure 56064L280	06/30/25	06/30/25	0.31	.00	2,478.22	2,478.22	.00
175,076.000	Schwab U S Large Cap Etf 808524201	06/25/25	06/30/25	0.29	.00	12,622.98	12,622.98	.00
Total Mutual Funds-Equity					**.00**	**21,764.28**	**21,764.28**	**.00**
Mutual Funds-Fixed Income								
202,008.366	Baird Aggregate Bond Fd Instl 057071854	06/24/25	06/25/25	0.40	.00	6,648.86	6,648.86	.00
92,342.984	Dodge Cox Income 256210105	06/25/25	06/26/25	0.53	.00	12,605.06	12,605.06	.00
18,115.000	Ishares Core U.S. Aggregate Bond Etf 464287226	06/02/25	06/05/25	3.78	.00	5,850.58	5,850.58	.00
64,572.063	Nyli MacKay High Yield Corp Bd Fd R6 56063N881	06/30/25	06/30/25	0.33	.00	1,772.80	1,772.80	.00
112,814.679	Pgim Total Return Bond Cl R6 74440B884	12/22/22	06/30/25	0.57	.00	5,433.46	5,433.46	.00

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
75,940.003	Voya Intermediate Bond Fund Class R6 92913L569	06/30/25	06/30/25	0.42	.00	2,528.25	2,528.25	.00
Total Mutual Funds-Fixed Income					**.00**	**34,839.01**	**34,839.01**	**.00**
Grand Total					**1,283.09**	**57,817.08**	**57,886.38**	**1,213.79**

INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
First Am Govt Ob Fd Cl X 31846V336		
06/02/2025	Interest From 5/1/25 To 5/31/25	1,283.09
Total Interest		**1,283.09**
Dividends		
Baird Aggregate Bond Fd Instl 057071854		
06/24/2025	0.033025 USD/Share On 201,330.602 Shares Due 6/25/25 Dividend Payable 06/25/25	6,648.86
Cohen & Steers Instl Realty Shares 19247U106		
06/30/2025	0.465 USD/Share On 10,494.105 Shares Due 6/30/25 Dividend Payable 06/30/25	4,879.76
Dodge Cox Income 256210105		
06/25/2025	0.138 USD/Share On 91,340.992 Shares Due 6/26/25 Dividend Payable 06/26/25	12,605.06
Ishares Core U.S. Aggregate Bond Etf 464287226		
06/05/2025	0.322969 USD/Share On 18,115 Shares Due 6/5/25	5,850.58
Lazard Cl List Infrastr Inst 52106N459		
06/20/2025	0.10783 USD/Share On 16,538.212 Shares Due 6/23/25 Dividend Payable 06/23/25	1,783.32
Nyli Cbre Global Infrastructure 56064L280		

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
06/30/2025	0.1292 USD/Share On 19,181.25 Shares Due 6/30/25 Dividend Payable 06/30/25	2,478.22
Nyli MacKay High Yield Corp Bd Fd R6 56063N881		
06/30/2025	0.0276 USD/Share On 64,231.794 Shares Due 6/30/25 Dividend Payable 06/30/25	1,772.80
Pgim Total Return Bond Cl R6 74440B884		
06/30/2025	Dividend From 6/1/25 To 6/30/25	5,433.46
Schwab U S Large Cap Etf 808524201		
06/30/2025	Schwab U S Large Cap Etf 0.0721 USD/Share On 175,076 Shares Due 6/30/25	12,622.98
Voya Intermediate Bond Fund Class R6 92913L569		
06/30/2025	Dividend From 6/1/25 To 6/30/25	2,528.25
Total Dividends		**56,603.29**

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Administrative Expenses		
Contract Administrator Fees		
Administrative Fee		
06/26/2025	Paid To Phase II Systems Pars Trust Admin Fee Per Directive Dated 06/24/25	- 3,121.66
Total Administrative Fee		**- 3,121.66**
Total Contract Administrator Fees		**- 3,121.66**
Total Administrative Expenses		**- 3,121.66**
Trust Fees		
Trust Fees		
06/26/2025	Collected Charged For Period 05/01/2025 Thru 05/31/2025	- 3,425.22
Total Trust Fees		**- 3,425.22**
Total Trust Fees		**- 3,425.22**
Total Plan Expenses		**- 6,546.88**

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
06/03/2025	Purchased 1,283.09 Units Of First Am Govt Ob Fd Cl X Trade Date 6/3/25 31846V336	1,283.090	.00	- 1,283.09	1,283.09
06/05/2025	Purchased 5,850.58 Units Of First Am Govt Ob Fd Cl X Trade Date 6/5/25 31846V336	5,850.580	.00	- 5,850.58	5,850.58
06/30/2025	Purchased 12,622.98 Units Of First Am Govt Ob Fd Cl X Trade Date 6/30/25 31846V336	12,622.980	.00	- 12,622.98	12,622.98
Total First Am Govt Ob Fd Cl X		**19,756.650**	**.00**	**- 19,756.65**	**19,756.65**
Total Cash And Equivalents		**19,756.650**	**.00**	**- 19,756.65**	**19,756.65**
Mutual Funds-Equity					
06/30/2025	Purchased 99.041 Shares Cohen & Steers Instl Realty Shares @ 49.27 USD Through Reinvestment Of Cash Dividend Due 6/30/25 19247U106	99.041	.00	- 4,879.76	4,879.76
Total Cohen & Steers Instl Realty Shares		**99.041**	**.00**	**- 4,879.76**	**4,879.76**
06/20/2025	Purchased 100.639 Shares Lazard Cl List Infrastr Inst @ 17.72 USD Through Reinvestment Of Cash Dividend Due 6/23/25 52106N459	100.639	.00	- 1,783.32	1,783.32

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Lazard Cl List Infrastr Inst		**100.639**	**.00**	**- 1,783.32**	**1,783.32**
06/30/2025	Purchased 173.666 Shares Nyli Cbre Global Infrastructure @ 14.27 USD Through Reinvestment Of Cash Dividend Due 6/30/25 56064L280	173.666	.00	- 2,478.22	2,478.22
Total Nyli Cbre Global Infrastructure		**173.666**	**.00**	**- 2,478.22**	**2,478.22**
Total Mutual Funds-Equity		**373.346**	**.00**	**- 9,141.30**	**9,141.30**
Mutual Funds-Fixed Income					
06/24/2025	Purchased 677.764 Shares Baird Aggregate Bond Fd Instl @ 9.81 USD Through Reinvestment Of Cash Dividend Due 6/25/25 057071854	677.764	.00	- 6,648.86	6,648.86
Total Baird Aggregate Bond Fd Instl		**677.764**	**.00**	**- 6,648.86**	**6,648.86**
06/25/2025	Purchased 1,001.992 Shares Dodge Cox Income @ 12.58 USD Through Reinvestment Of Cash Dividend Due 6/26/25 256210105	1,001.992	.00	- 12,605.06	12,605.06
Total Dodge Cox Income		**1,001.992**	**.00**	**- 12,605.06**	**12,605.06**
06/30/2025	Purchased 340.269 Shares Nyli MacKay High Yield Corp Bd Fd R6 @ 5.21 USD Through Reinvestment Of Cash Dividend Due 6/30/25 56063N881	340.269	.00	- 1,772.80	1,772.80
Total Nyli MacKay High Yield Corp Bd Fd R6		**340.269**	**.00**	**- 1,772.80**	**1,772.80**

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
06/30/2025	Purchased 451.284 Shares Pgim Total Return Bond Cl R6 @ 12.04 USD Through Reinvestment Of Cash Dividend Due 6/30/25 74440B884	451.284	.00	- 5,433.46	5,433.46
Total Pgim Total Return Bond Cl R6		**451.284**	**.00**	**- 5,433.46**	**5,433.46**
06/30/2025	Purchased 287.628 Shares Voya Intermediate Bond Fund Class R6 @ 8.79 USD Through Reinvestment Of Cash Dividend Due 6/30/25 92913L569	287.628	.00	- 2,528.25	2,528.25
Total Voya Intermediate Bond Fund Class R6		**287.628**	**.00**	**- 2,528.25**	**2,528.25**
Total Mutual Funds-Fixed Income		**2,758.937**	**.00**	**- 28,988.43**	**28,988.43**
Total Purchases		**22,888.933**	**.00**	**- 57,886.38**	**57,886.38**

SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS	PRIOR MARKET / PRIOR MARKET REALIZED GAIN/LOSS
Cash And Equivalents							
06/26/2025	Sold 3,425.22 Units Of First Am Govt Ob Fd Cl X Trade Date 6/26/25 31846V336	- 3,425.220	.00	3,425.22	- 3,425.22	.00	- 3,425.22 .00
06/26/2025	Sold 3,121.66 Units Of First Am Govt Ob Fd Cl X Trade Date 6/26/25 31846V336	- 3,121.660	.00	3,121.66	- 3,121.66	.00	- 3,121.66 .00
Total First Am Govt Ob Fd Cl X		**- 6,546.880**	**.00**	**6,546.88**	**- 6,546.88**	**.00**	**- 6,546.88 .00**
Total Cash And Equivalents		**- 6,546.880**	**.00**	**6,546.88**	**- 6,546.88**	**.00**	**- 6,546.88 .00**
Total Sales And Maturities		**- 6,546.880**	**.00**	**6,546.88**	**- 6,546.88**	**.00**	**- 6,546.88 .00**

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PARS/CITY OF LINCOLN POST EMPLOYMENT BENEFITS TRUST- PENSION

This statement is for the period from June 1, 2025 to June 30, 2025

Questions?
If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
RODION BUTYRSKI
18300 VON KARMAN
SUITE 500
IRVINE CA 92612
Phone: 949-224-7211
E-mail: rodion.butyrski@usbank.com

000000404 18 SP 000638998208180 P

CITY OF LINCOLN
ATTENTION: CITY MANAGER
600 6TH STREET
LINCOLN, CA 95648-1825

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

TABLE OF CONTENTS

Schedule	Page
Market And Cost Reconciliation	3
Cash Reconciliation	4
Asset Summary	5
Asset Detail	6
Income Accrual Detail	10
Investment Activity	12
Plan Expenses	14
Purchases	15
Sales And Maturities	18

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PARS/CITY OF LINCOLN 115P-PENSION

MARKET AND COST RECONCILIATION

	06/30/2025 MARKET	06/30/2025 BOOK VALUE
Beginning Market And Cost	**3,583,072.64**	**3,615,325.50**
Investment Activity		
Interest	284.77	284.77
Dividends	11,246.36	11,246.36
Change In Unrealized Gain/Loss	102,122.36	.00
Net Accrued Income (Current-Prior)	- 13.95	- 13.95
Total Investment Activity	**113,639.54**	**11,517.18**
Plan Expenses		
Administrative Expenses*	- 620.64	- 620.64
Trust Fees	- 679.34	- 679.34
Total Plan Expenses	**- 1,299.98**	**- 1,299.98**
Net Change In Market And Cost	**112,339.56**	**10,217.20**
Ending Market And Cost	**3,695,412.20**	**3,625,542.70**

MARKET AND COST RECONCILIATION MESSAGES

* Includes Professional Fees, Contract Administrator Fees and Investment Advisory Fees

CASH RECONCILIATION

Beginning Cash	**.00**
Investment Activity	
Interest	284.77
Dividends	11,246.36
Cash Equivalent Purchases	- 3,957.97
Mutual Fund Purchases	- 7,573.16
Cash Equivalent Sales	1,299.98
Total Investment Activity	**1,299.98**
Plan Expenses	
Administrative Expenses*	- 620.64
Trust Fees	- 679.34
Total Plan Expenses	**- 1,299.98**
Net Change In Cash	**.00**
Ending Cash	**.00**

CASH RECONCILIATION MESSAGES

* Includes Professional Fees, Contract Administrator Fees and Investment Advisory Fees

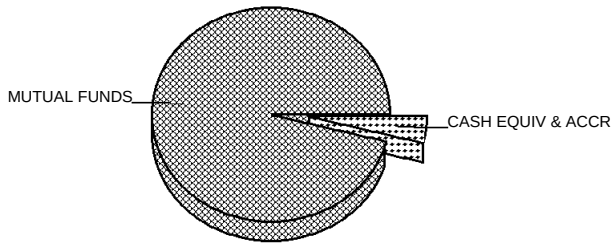
00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PARS/CITY OF LINCOLN 115P-PENSION

ASSET SUMMARY

ASSETS	06/30/2025 MARKET	06/30/2025 BOOK VALUE	% OF MARKET
Cash And Equivalents	79,696.95	79,696.95	2.15
Mutual Funds-Equity	2,159,124.79	2,062,231.26	58.43
Mutual Funds-Fixed Income	1,456,319.64	1,483,343.67	39.41
Total Assets	**3,695,141.38**	**3,625,271.88**	**99.99**
Accrued Income	270.82	270.82	0.01
Grand Total	**3,695,412.20**	**3,625,542.70**	**100.00**

Estimated Annual Income **98,137.93**



ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl X 31846V336 Asset Minor Code 1	79,696.950	79,696.95 1.0000	79,696.95	.00 .00	79,696.95 .00	270.82 4.26
Total Money Markets	**79,696.950**	**79,696.95**	**79,696.95**	**.00** **.00**	**79,696.95** **.00**	**270.82** **4.25**
Total Cash And Equivalents	**79,696.950**	**79,696.95**	**79,696.95**	**.00** **.00**	**79,696.95** **.00**	**270.82** **4.25**
Mutual Funds						
Mutual Funds-Equity						
Cohen & Steers Instl Realty Shares 19247U106 Asset Minor Code 98	2,067.886	101,884.74 49.2700	108,337.08	- 6,452.34 - 204.85	108,337.08 - 6,452.34	.00 3.04
Columbia Small Cap Growth Inst3 19765Y340 Asset Minor Code 98	541.600	16,399.65 30.2800	15,386.86	1,012.79 1,326.92	15,386.86 1,012.79	.00 0.00
Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	7,134.127	276,804.13 38.8000	276,997.17	- 193.04 14,767.65	276,997.17 - 193.04	.00 0.65
Fidelity International Index Fund 315911727 Asset Minor Code 98	4,351.198	249,454.18 57.3300	226,243.79	23,210.39 6,091.68	226,243.79 23,210.39	.00 2.71
Emerald Growth Institutional 317609253 Asset Minor Code 98	608.700	16,532.29 27.1600	16,285.74	246.55 1,570.44	16,285.74 246.55	.00 2.49

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Goldman Sachs Gqg Ptnrs Intl Opps R6 38147N269 Asset Minor Code 98	4,008.894	90,801.45 22.6500	91,130.42	- 328.97 1,563.47	87,393.89 3,407.56	.00 2.00
Hartford Schroders Emerging Markets 41665X859 Asset Minor Code 98	10,279.039	195,404.53 19.0100	179,738.75	15,665.78 11,512.52	179,738.75 15,665.78	.00 1.17
Lazard Cl List Infrastr Inst 52106N459 Asset Minor Code 98	3,314.252	59,523.97 17.9600	53,993.26	5,530.71 334.24	53,993.26 5,530.71	.00 2.76
Mfs International Growth R6 552746356 Asset Minor Code 98	1,976.434	94,453.78 47.7900	91,320.06	3,133.72 2,391.48	91,320.06 3,133.72	.00 1.47
Nyli Cbre Global Infrastructure 56064L280 Asset Minor Code 98	3,856.270	55,028.97 14.2700	53,636.67	1,392.30 - 76.44	54,455.73 573.24	.00 2.14
Putnam Core Equity Fund Y 74676P839 Asset Minor Code 98	2,593.270	117,163.94 45.1800	113,995.40	3,168.54 5,834.86	113,995.40 3,168.54	.00 0.70
Schwab U S Large Cap Etf 808524201 Asset Minor Code 94	34,811.000	850,780.84 24.4400	797,711.38	53,069.46 39,684.54	797,711.38 53,069.46	.00 1.17
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	424.946	34,892.32 82.1100	37,454.68	- 2,562.36 968.88	37,454.68 - 2,562.36	.00 2.02
Total Mutual Funds-Equity	**75,967.616**	**2,159,124.79**	**2,062,231.26**	**96,893.53** **85,765.39**	**2,059,313.79** **99,811.00**	**.00** **1.47**
Mutual Funds-Fixed Income						
Baird Aggregate Bond Fd Instl 057071854 Asset Minor Code 99	40,287.823	396,835.06 9.8500	404,836.33	- 8,001.27 4,823.73	404,836.33 - 8,001.27	.00 4.06

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Dodge Cox	18,386.322	232,403.11	240,318.86	- 7,915.75	240,318.86	.00
Income		12.6400		1,648.79	- 7,915.75	4.22
256210105 Asset Minor Code 99						
Ishares Core	3,602.000	357,318.40	361,166.85	- 3,848.45	361,166.85	.00
U.S. Aggregate Bond Etf		99.2000		3,962.20	- 3,848.45	3.81
464287226 Asset Minor Code 95						
Nyli MacKay	12,794.466	66,659.17	67,376.21	- 717.04	67,376.21	.00
High Yield Corp Bd Fd R6		5.2100		763.62	- 717.04	6.24
56063N881 Asset Minor Code 99						
Pgim Total	22,560.143	271,624.12	278,174.36	- 6,550.24	278,174.36	.00
Return Bond Cl R6		12.0400		3,370.48	- 6,550.24	4.73
74440B884 Asset Minor Code 99						
Voya	14,957.882	131,479.78	131,471.06	8.72	131,471.06	.00
Intermediate Bond Fund Class R6		8.7900		1,788.15	8.72	4.77
92913L569 Asset Minor Code 99						
Total Mutual Funds-Fixed	**112,588.636**	**1,456,319.64**	**1,483,343.67**	**- 27,024.03**	**1,483,343.67**	**.00**
Income				**16,356.97**	**- 27,024.03**	**4.31**
Total Mutual Funds	**188,556.252**	**3,615,444.43**	**3,545,574.93**	**69,869.50**	**3,542,657.46**	**.00**
				102,122.36	**72,786.97**	**2.61**
Total Assets	**268,253.202**	**3,695,141.38**	**3,625,271.88**	**69,869.50**	**3,622,354.41**	**270.82**
				102,122.36	**72,786.97**	**2.65**
Accrued Income	**.000**	**270.82**	**270.82**			
Grand Total	**268,253.202**	**3,695,412.20**	**3,625,542.70**			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
79,696.950	First Am Govt Ob Fd Cl X 31846V336		07/01/25	0.04	284.77	270.82	284.77	270.82
Total Cash And Equivalents					**284.77**	**270.82**	**284.77**	**270.82**
Mutual Funds-Equity								
2,067.886	Cohen & Steers Instl Realty Shares 19247U106	06/30/25	06/30/25	1.50	.00	952.58	952.58	.00
3,314.252	Lazard Cl List Infrastr Inst 52106N459	06/20/25	06/23/25	0.50	.00	355.21	355.21	.00
3,856.270	Nyli Cbre Global Infrastructure 56064L280	06/30/25	06/30/25	0.31	.00	493.76	493.76	.00
34,811.000	Schwab U S Large Cap Etf 808524201	06/25/25	06/30/25	0.29	.00	2,509.87	2,509.87	.00
Total Mutual Funds-Equity					**.00**	**4,311.42**	**4,311.42**	**.00**
Mutual Funds-Fixed Income								
40,287.823	Baird Aggregate Bond Fd Instl 057071854	06/24/25	06/25/25	0.40	.00	1,326.03	1,326.03	.00
18,386.322	Dodge Cox Income 256210105	06/25/25	06/26/25	0.53	.00	2,509.78	2,509.78	.00
3,602.000	Ishares Core U.S. Aggregate Bond Etf 464287226	06/02/25	06/05/25	3.78	.00	1,163.33	1,163.33	.00
12,794.466	Nyli MacKay High Yield Corp Bd Fd R6 56063N881	06/30/25	06/30/25	0.33	.00	351.27	351.27	.00
22,560.143	Pgim Total Return Bond Cl R6 74440B884	12/22/22	06/30/25	0.57	.00	1,086.56	1,086.56	.00

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
14,957.882	Voya Intermediate Bond Fund Class R6 92913L569	06/30/25	06/30/25	0.42	.00	497.97	497.97	.00
Total Mutual Funds-Fixed Income					**.00**	**6,934.94**	**6,934.94**	**.00**
Grand Total					**284.77**	**11,517.18**	**11,531.13**	**270.82**

INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
First Am Govt Ob Fd Cl X 31846V336		
06/02/2025	Interest From 5/1/25 To 5/31/25	284.77
Total Interest		**284.77**
Dividends		
Baird Aggregate Bond Fd Instl 057071854		
06/24/2025	0.033025 USD/Share On 40,152.652 Shares Due 6/25/25 Dividend Payable 06/25/25	1,326.03
Cohen & Steers Instl Realty Shares 19247U106		
06/30/2025	0.465 USD/Share On 2,048.552 Shares Due 6/30/25 Dividend Payable 06/30/25	952.58
Dodge Cox Income 256210105		
06/25/2025	0.138 USD/Share On 18,186.816 Shares Due 6/26/25 Dividend Payable 06/26/25	2,509.78
Ishares Core U.S. Aggregate Bond Etf 464287226		
06/05/2025	0.322969 USD/Share On 3,602 Shares Due 6/5/25	1,163.33
Lazard Cl List Infrastr Inst 52106N459		
06/20/2025	0.10783 USD/Share On 3,294.206 Shares Due 6/23/25 Dividend Payable 06/23/25	355.21
Nyli Cbre Global Infrastructure 56064L280		

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
06/30/2025	0.1292 USD/Share On 3,821.669 Shares Due 6/30/25 Dividend Payable 06/30/25	493.76
Nyli MacKay High Yield Corp Bd Fd R6 56063N881		
06/30/2025	0.0276 USD/Share On 12,727.044 Shares Due 6/30/25 Dividend Payable 06/30/25	351.27
Pgim Total Return Bond Cl R6 74440B884		
06/30/2025	Dividend From 6/1/25 To 6/30/25	1,086.56
Schwab U S Large Cap Etf 808524201		
06/30/2025	Schwab U S Large Cap Etf 0.0721 USD/Share On 34,811 Shares Due 6/30/25	2,509.87
Voya Intermediate Bond Fund Class R6 92913L569		
06/30/2025	Dividend From 6/1/25 To 6/30/25	497.97
Total Dividends		**11,246.36**

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Administrative Expenses		
Contract Administrator Fees		
Administrative Fee		
06/26/2025	Paid To Phase II Systems Pars Trust Admin Fee Per Directive Dated 06/24/25	- 620.64
Total Administrative Fee		**- 620.64**
Total Contract Administrator Fees		**- 620.64**
Total Administrative Expenses		**- 620.64**
Trust Fees		
Trust Fees		
06/26/2025	Collected Charged For Period 05/01/2025 Thru 05/31/2025	- 679.34
Total Trust Fees		**- 679.34**
Total Trust Fees		**- 679.34**
Total Plan Expenses		**- 1,299.98**

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PARS/CITY OF LINCOLN 115P-PENSION

PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
06/03/2025	Purchased 284.77 Units Of First Am Govt Ob Fd Cl X Trade Date 6/3/25 31846V336	284.770	.00	- 284.77	284.77
06/05/2025	Purchased 1,163.33 Units Of First Am Govt Ob Fd Cl X Trade Date 6/5/25 31846V336	1,163.330	.00	- 1,163.33	1,163.33
06/30/2025	Purchased 2,509.87 Units Of First Am Govt Ob Fd Cl X Trade Date 6/30/25 31846V336	2,509.870	.00	- 2,509.87	2,509.87
Total First Am Govt Ob Fd Cl X		**3,957.970**	**.00**	**- 3,957.97**	**3,957.97**
Total Cash And Equivalents		**3,957.970**	**.00**	**- 3,957.97**	**3,957.97**
Mutual Funds-Equity					
06/30/2025	Purchased 19.334 Shares Cohen & Steers Instl Realty Shares @ 49.27 USD Through Reinvestment Of Cash Dividend Due 6/30/25 19247U106	19.334	.00	- 952.58	952.58
Total Cohen & Steers Instl Realty Shares		**19.334**	**.00**	**- 952.58**	**952.58**
06/20/2025	Purchased 20.046 Shares Lazard Cl List Infrastr Inst @ 17.72 USD Through Reinvestment Of Cash Dividend Due 6/23/25 52106N459	20.046	.00	- 355.21	355.21

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Lazard Cl List Infrastr Inst		**20.046**	**.00**	**- 355.21**	**355.21**
06/30/2025	Purchased 34.601 Shares Nyli Cbre Global Infrastructure @ 14.27 USD Through Reinvestment Of Cash Dividend Due 6/30/25 56064L280	34.601	.00	- 493.76	493.76
Total Nyli Cbre Global Infrastructure		**34.601**	**.00**	**- 493.76**	**493.76**
Total Mutual Funds-Equity		**73.981**	**.00**	**- 1,801.55**	**1,801.55**
Mutual Funds-Fixed Income					
06/24/2025	Purchased 135.171 Shares Baird Aggregate Bond Fd Instl @ 9.81 USD Through Reinvestment Of Cash Dividend Due 6/25/25 057071854	135.171	.00	- 1,326.03	1,326.03
Total Baird Aggregate Bond Fd Instl		**135.171**	**.00**	**- 1,326.03**	**1,326.03**
06/25/2025	Purchased 199.506 Shares Dodge Cox Income @ 12.58 USD Through Reinvestment Of Cash Dividend Due 6/26/25 256210105	199.506	.00	- 2,509.78	2,509.78
Total Dodge Cox Income		**199.506**	**.00**	**- 2,509.78**	**2,509.78**
06/30/2025	Purchased 67.422 Shares Nyli MacKay High Yield Corp Bd Fd R6 @ 5.21 USD Through Reinvestment Of Cash Dividend Due 6/30/25 56063N881	67.422	.00	- 351.27	351.27
Total Nyli MacKay High Yield Corp Bd Fd R6		**67.422**	**.00**	**- 351.27**	**351.27**

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
06/30/2025	Purchased 90.246 Shares Pgim Total Return Bond Cl R6 @ 12.04 USD Through Reinvestment Of Cash Dividend Due 6/30/25 74440B884	90.246	.00	- 1,086.56	1,086.56
Total Pgim Total Return Bond Cl R6		**90.246**	**.00**	**- 1,086.56**	**1,086.56**
06/30/2025	Purchased 56.652 Shares Voya Intermediate Bond Fund Class R6 @ 8.79 USD Through Reinvestment Of Cash Dividend Due 6/30/25 92913L569	56.652	.00	- 497.97	497.97
Total Voya Intermediate Bond Fund Class R6		**56.652**	**.00**	**- 497.97**	**497.97**
Total Mutual Funds-Fixed Income		**548.997**	**.00**	**- 5,771.61**	**5,771.61**
Total Purchases		**4,580.948**	**.00**	**- 11,531.13**	**11,531.13**

00273201
30- -01-B -62 -185-01
0102 -11-02877-01

PARS/CITY OF LINCOLN 115P-PENSION

SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS	PRIOR MARKET / PRIOR MARKET REALIZED GAIN/LOSS
Cash And Equivalents							
06/26/2025	Sold 679.34 Units Of First Am Govt Ob Fd Cl X Trade Date 6/26/25 31846V336	- 679.340	.00	679.34	- 679.34	.00	- 679.34 .00
06/26/2025	Sold 620.64 Units Of First Am Govt Ob Fd Cl X Trade Date 6/26/25 31846V336	- 620.640	.00	620.64	- 620.64	.00	- 620.64 .00
Total First Am Govt Ob Fd Cl X		**- 1,299.980**	**.00**	**1,299.98**	**- 1,299.98**	**.00**	**- 1,299.98 .00**
Total Cash And Equivalents		**- 1,299.980**	**.00**	**1,299.98**	**- 1,299.98**	**.00**	**- 1,299.98 .00**
Total Sales And Maturities		**- 1,299.980**	**.00**	**1,299.98**	**- 1,299.98**	**.00**	**- 1,299.98 .00**

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

STAFF REPORT

Item Number 7.I

SUBJECT: Staff Recommends the City Council Adopt a Resolution Authorizing a Budget Augmentation of $250,000 from the Available Unencumbered Balance of Fund 2410 to CIP 622, Police Department IT Room Expansion Project, and Authorize the City Engineer to Approve Change Orders not to exceed $375,400 for Additional Changes During Construction. (Araceli Cazarez)

SUBMITTED BY: Araceli Cazarez

DEPARTMENT: Engineering

DATE: August 26, 2025

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution authorizing a budget augmentation of $250,000 from the available unencumbered balance of Fund 2410 to CIP 622 – Police Department IT Room Expansion Project, and authorize the City Engineer to approve change orders not to exceed $375,400 for additional changes during construction.

BACKGROUND/INTRODUCTION:

On February 13, 2024, City Council adopted a resolution authorizing the City Manager to award the contract for construction with CNW Construction, Inc. for $627,000 and authorize the City Engineer to approve change orders up to $125,400 for the Police Department IT Room Expansion Project.

The project was originally intended to convert the old evidence storage area into a new IT room with additional office space and evidence processing area. However, during construction, a few changes in the design were made and the new layout includes:

- IT server room (approximately 15’x13’)
- Expansion of women’s locker room (approximately 8’x13’) in lieu of the new office.
- Card reader access added to door previously not identified as being necessary
- New entry from existing locker room into new expansion area
- New platforms for lockers.
- Evidence processing room (approximately 14’x23’) with:
- Power in ceiling for retractable cords
- Isolated air circulation
- Power outside of wall for battery charging stations.

With these changes, the original $125,400 contingency was significantly impacted by approximately $68,000. There were several other changes that prompted additional costs, including addition of T-bar ceiling, replacement of existing door, fiber optic, and power conduit

modifications for an additional $20,000 in contingency cost.
However, there is one pending change order that will exceed the project contingency; during the preparation phase for the installation of the new 1200-amp switchgear, the subcontractor, JTE, requested that the PG&E commitment drawings be provided to facilitate proper coordination with PG&E. Once the drawings were received, JTE initiated coordination efforts with PG&E to finalize approval of the new switchgear and plan the necessary work for replacing the existing 600-amp switchgear. During the onsite review, it was discovered that the existing switchgear only contained (2) 4-inch conduits. Based on PG&E and Greenbook's requirements, the contractor informed the team that (4) 5-inch conduits would be required for the new 1200-amp gear. Further review of the PG&E commitment drawings confirmed this requirement and indicated that the applicant is responsible for installing the conduits. However, although this requirement is clearly shown in the PG&E commitment drawings, those drawings were not included in the original bid documents provided to the Contractor.

FINDINGS/ANALYSIS:
Based on the installation of the required conduits, this is a change in scope and the work is necessary for PG&E to provide service for the new switchgear. Based on the additional work that needs to be completed, including labor and material, the additional $250,000 will bring the total contingency amount to $375,400.

ENVIRONMENTAL REVIEW:
This project is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378. Even if this project were subject to CEQA, the City Council finds this project exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

FISCAL IMPACT:
The project is an approved budgeted CIP from fiscal year 2023/25. The project is funded as follows:

Budgeted	
CIP 622 Police Department IT Room Expansion	
Fund 2410	$950,000
Encumbered project costs	
Fund 2410	
Stantec - Design	$102,050
Actual Project Costs	
Fund 2410	
Construction (CNW Construction, Inc.)	$627,000
Construction Contingency (20%)	$125,400
Construction Management/Inspection	$ 94,050
Total Project Cost to Date	$846,450
Available Unencumbered Project Budget	$15,202
Remaining Estimated Project Costs	

Fund 2410
Additional Estimated Construction Cost $250,000

Budgeted Augmentation Requested
Fund 2410 $(250,000)

Fund Balances

	Fund Balance prior to Amendment	Updated Fund Balance
Fund 2410	$1,995,728	$1,745,728

ATTACHMENTS:
Resolution, 2025 - PD IT Budget Augmentation.docx

RESOLUTION 2025-

A RESOLUTION AUTHORIZING A BUDGET AUGMENTATION OF $250,000 FROM THE AVAILABLE UNENCUMBERED BALANCE OF FUND 2410 TO CIP 622 – POLICE DEPARTMENT IT ROOM EXPANSION PROJECT AND AUTHORIZE THE CITY ENGINEER TO APPROVE CHANGE ORDERS NOT TO EXCEED $375,400 FOR ADDITIONAL CHANGES DURING CONSTRUCTION

WHEREAS, the budget for FY 2023/25 includes CIP 622 Police Department IT Room Expansion Project; and

WHEREAS, the project is funded by Fund 2410 – PFE - Police; and

WHEREAS, during construction a few changes in the design were made that impacted the contract and original contingency; and

WHEREAS, additional coordination with PG&E for the new switchgear installation has prompted additional project cost not originally captured when the project was bid; and

WHEREAS, the additional work is expected to exceed the current contingency.

NOW THEREFORE BE IT RESOLVED:

The City Council of the City of Lincoln authorizes a budget augmentation of $250,000 from the available unencumbered balance of Fund 2410 to CIP 622 – Police Department IT Room Expansion Project and authorize the City Engineer to approve change orders not to exceed $375,400 for additional changes during construction.

PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

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

_____
Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 7.J

SUBJECT: Waive Second Reading and Adopt by Title only an Ordinance acting in its capacity as the legislative body of the City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) authorizing the levy of Special Taxes. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: Finance

DATE: August 26, 2025

STAFF RECOMMENDATION:
Staff recommends that the City Council waive second reading and adopt by title only Ordinance 1098B, acting in its capacity as the legislative body of the City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) authorizing the levy of Special Taxes.

BACKGROUND/INTRODUCTION:
On August 12, 2025, the City Council adopted a Resolution establishing the City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) and Calling an Election therein, and adopted a Resolution Determining Necessity to Incur Bonded Indebtedness for City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East), and adopted a Resolution Certifying Election Results. Additionally City Council waived first reading and introduced by title only Ordinance 1098B, acting in its capacity as the legislative body of the City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) authorizing the levy of Special Taxes.

FISCAL IMPACT:
The Special Tax rates range from $3,464 for units under 1,625 sq/ft to $4,016 for units greater than 2,000 sq/ft. The special taxes will escalate annually by 2%.

ATTACHMENTS:
4._Ordinance__City_of_Lincoln_CFD_No._2025-1__Joiner_Ranch_East___4929-9503-5732_3.docx

ORDINANCE NO. 1098B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (JOINER RANCH EAST) AUTHORIZING THE LEVY OF SPECIAL TAXES

WHEREAS, on June 24, 2025, the City Council (the "City Council") of the City of Lincoln (the "City") adopted Resolution No. 2025-087 declaring its intention to form City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and its Resolution No. 2025-088 declaring its intention to incur bonded indebtedness for the District; and

WHEREAS, on August 12, 2025, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District, the proposed levy of a special tax therein to finance certain public facilities described in Resolution No. 2025-087 and to secure the payment of any bonded indebtedness of the District, and the proposed issuance of bonded indebtedness in one or more series in the maximum aggregate principal amount of $23,500,000, as described in Resolution No. 25-088; and

WHEREAS, at the August 12, 2025 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District and the proposed levy of the special tax to finance the facilities described in Resolution No. 2025-087 and to secure the payment of bonded indebtedness in the maximum aggregate principal amount of $23,500,000 of the District as described in Resolution No. 2025-088 (the "Bonds") were heard and a full and fair hearing was held; and

WHEREAS, on August 12, 2025, the City Council adopted Resolution Nos. 2025-120, 2025-121, and 2025-122 which formed the District and called a special election within the District on August 12, 2025 on three propositions relating to the levy of a special tax within the District, the issuance of the Bonds and the establishment of an appropriations limit within the District; and

WHEREAS, on August 12, 2025, a special election was held within the District at which the qualified electors approved by more than a two thirds vote Propositions A, B, and C authorizing the levy of a special tax within the District for the purposes described in Resolution 2025-120, the issuance of the Bonds as described in Resolution No. 2025-121 and establishing an appropriations limit for the District; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (JOINER RANCH EAST) DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the City Council authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment C to Resolution No. 2025-087, which is incorporated by reference herein (the "Rate and Method"). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter until payment in full of the Bonds (including any bonds issued to refund the Bonds), payment of all costs of the public facilities and services authorized to be financed by the District, and payment of all costs of administering the District.

Section 3. Each of the Mayor, the City Manager, the Assistant City Manager, the Director of Finance, or their written designees (each, an "Authorized Officer"), acting alone, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Treasurer-Tax Collector of the County of Placer and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year, and with respect to Special Tax, until the Bonds are paid in full, the facilities have been paid for, and provision has been made for payment of all of the administrative costs of the District.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section G of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in Resolution No. 2025-120 or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and Resolution No. 2025-120.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. As a cumulative remedy, if any amount levied as a special tax for payment of the interest or principal of the Bonds (including any bonds issued to refund the Bonds), together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds (including any bonds issued to refund the Bonds), order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax, as authorized by the Act.

Section 8. The Mayor of the City shall sign this Ordinance and the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in The Lincoln New Messenger, a newspaper of general circulation published and circulated in the City of Lincoln.

Section 9. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

Section 10. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Treasurer-Tax Collector of the County of Placer, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 11. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 12. This Ordinance shall take effect thirty days after its final passage.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

RECUSED:

_____
Holly Andreatta, Mayor

[Seal]

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 9.A

SUBJECT:	Lincoln Public Library Funding and Community Aspirations Report from Constructive Disruption, Inc. (Kathryn Hunt)
SUBMITTED BY:	Kathryn Hunt
DEPARTMENT:	Library
DATE:	August 26, 2025

STAFF RECOMMENDATION:
Staff recommends the City Council receive the Lincoln Public Library Funding and Community Aspirations Report from Constructive Disruption, Inc.

BACKGROUND/INTRODUCTION:

In November 2024, staff executed a contract with Constructive Disruption, Inc. for a report assessing both current library services and community aspirations regarding library services. This report was triggered by the City Council's strategic goal 10 to conducting an analysis of current and future City library service and facility needs, as well as the June 30th, 2024 notice that Sierra College would be withdrawing from the Lincoln Public Library at Twelve Bridges Joint Use Agreement on June 30, 2025. The goal of the report project was to gain important information about what services community aspired to receive from their library, as well as an assessment of how changes to library funding could affect the library's ability to meet these community aspirations.

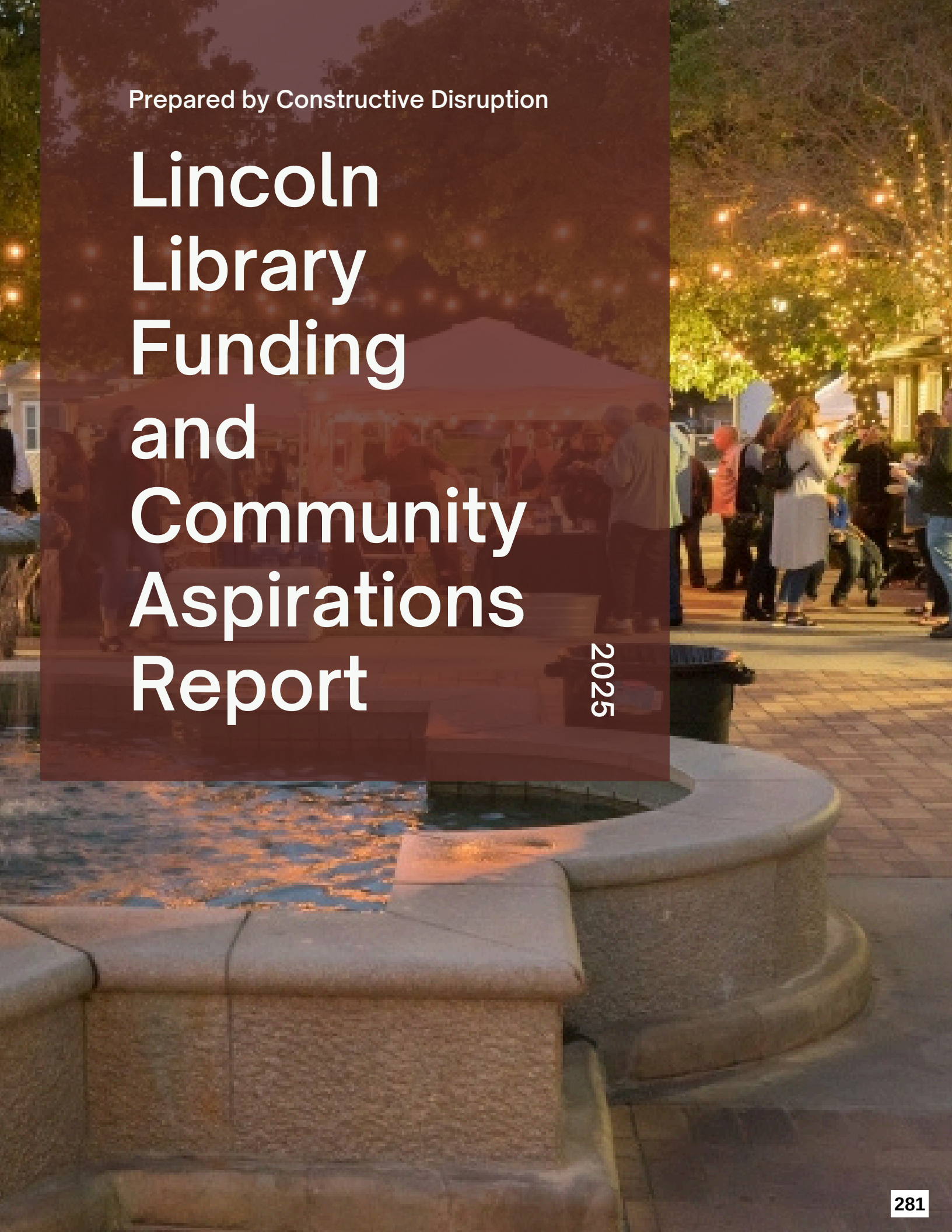
FINDINGS/ANALYSIS:

Between December 2024 and May 2025, Constructive Disruption, Inc. staff worked with library staff and members of the project planning team to collect community input. This included input from the project planning team members and their networks; the Library Advisory Board and Library Advisory Committee; library staff of all levels; and the community at large via a public survey, outreach materials distributed via library programs, and community town hall and design thinking events. The final report synthesized this information with data from the Library and City planning documents. This report highlights the impact of funding on library services historically, and identifies three potential paths forward: a reduction in services due to the loss of Sierra College's contribution, a maintenance of current funding, and the challenges of adding a new partner with new service expectations. There is also a discussion of what a more robustly funded model of the library may be able to provide, and some general recommendations. All of the paths other than the funded model present challenges to

providing the library services the community desires, given that the Library is currently funded well below the state median per capita and the current demands on the General Fund.

FISCAL IMPACT:
There is no fiscal impact, as this is a report only.

ATTACHMENTS:
Lincoln Library Funding and Community Aspirations Report 2025.pdf



Prepared by Constructive Disruption

Lincoln Library Funding and Community Aspirations Report

2025

Lincoln Library Funding and Community Aspirations Report

Executive Summary 2

History of Lincoln 5

Community Demographics 8

An Overview of the Lincoln Public Library 12
Lincoln Public Library's Budget in Context 16

Comparing Lincoln With Its Peers 20

The Lincoln Community's Vision of the Library 26
Strengths 26
Opportunities 27
Aspirations 30

Paths Forward for the Lincoln Public Library 33
A Loss in Service: Maintaining a single-location service point at Twelve Bridges with 75% of the current budget 36
The status quo: maintaining a single-location service point at Twelve Bridges with the current budget 39
Adding a new partner — and adding additional services 42
A Funded Model 45

Future Considerations for Library Service 52
Notes on Developing the Paths Forward 53

Methodology and Resources 56

About Constructive Disruption 63

Executive Summary

The Lincoln Public Library is facing, in 2025 and the next several years to come, a significant challenge with its budget, as Sierra College, an original participant in the joint use agreement for the Twelve Bridges location, has given its notice to withdraw from the agreement. This withdrawal causes the Library to lose 25%, worth $222,212 in the FY25 budget, of its budget. While the City has agreed to sustain the Library at current levels in order to give time for new solutions to be found, the situation is grave. There are no good options for the replacement of these funds in the timeframe needed.

Lincoln as a community has enjoyed a sustained period of rapid growth, which is anticipated to continue throughout the next several decades. Growing from a community of approximately 12,000 in 2000 to more than 50,000 today, projections from the General Plan estimate Lincoln will have more than 130,000 residents within the next 25 years.

During this time of rapid growth, however, Lincoln has faced financial challenges, and the Library's budget has not been able to grow at the pace necessary to maintain a steady level of services; the Lincoln Public Library's budget, if it had maintained a level of support since 2008 in pace with the growth of population and with inflation, should be 125% larger than the FY23 allocation, at approximately $2,242,422. Not only does Lincoln have to grapple with this immediate budget shortfall, it must do so while grappling with decades of underinvestment that have left the Library without the ability to withstand funding and service cuts.

At the same time, the Lincoln Public Library staff have been working hard to serve students and the community in this challenging funding environment, and provide a level of service that far exceeds the available resources in all categories**.** When compared to their peers in terms of staffing expenditures and staffing capacity, it cannot be overstated how thoughtful, efficient, and committed the Lincoln Public Library staff are to ensuring patrons receive personalized and meaningful service. Lincoln's overall expenditures are less than half of the statewide median, and only 29% of the statewide average; only 29 of the 186 public libraries in California have a lower

overall expenditure per capita. Furthermore, of the 182 public libraries in California who reported staff expenditure data, only 19 have a lower per capita figure of spending on staff than Lincoln. This low level of investment is out of alignment with the City's plans and policies that demonstrate support for a proportionate and thoughtful level of library service that is accessible to members across the community.

What is essential to note is that, even at its current level of funding, and certainly before the 25% reduction that comes from Sierra College pulling out of the joint use agreement, the Library is not able to adequately meet the demand of either its public or school stakeholders because it does not have enough staff.

This report shares the three most likely paths for library service in Lincoln over the next five years:

- **A loss in service: maintaining a single-location service point at Twelve Bridges with 75% of the current budget.** This report recommends the services provided by the Library be restructured to more adequately represent the investment by each remaining party: the City funds 85% of the budget, as well as holding the responsibility for maintenance. The hours, services, programs, and collections must be repositioned to ensure the significant majority of the benefit of library services will directly impact community users, as opposed to users from the school. Service at this level will see a 40-50% cut in staffing and open hours.

- **The status quo: maintaining a single-location service point at Twelve Bridges with the current budget.** For this option to be viable in the timeframe necessary requires additional investment from the school district and a reopening and renegotiation of the MOU.

- **Adding a new partner — and adding additional services.** The City wishes to see a new partner come in to replace Sierra College; replacing the funding lost by Sierra College's withdrawal by finding a new partner will not maintain current Library service because that partner will come with service expectations and the need for additional infrastructure to manage the level of investment. Since

any new partner providing such a substantial annual investment will expect to see services that meet their needs commensurate with that investment, this path means even if the City is able to find such a substantial partner, there will not be an increase in access, hours, or service at the Twelve Bridges location.

This report does contain suggestions for what a funded model could look like. Such a model would incorporate the kinds of services and offerings the community expressed their interest in during the engagement portion of this project and focus strongly on opportunities for increased access.

History of Lincoln

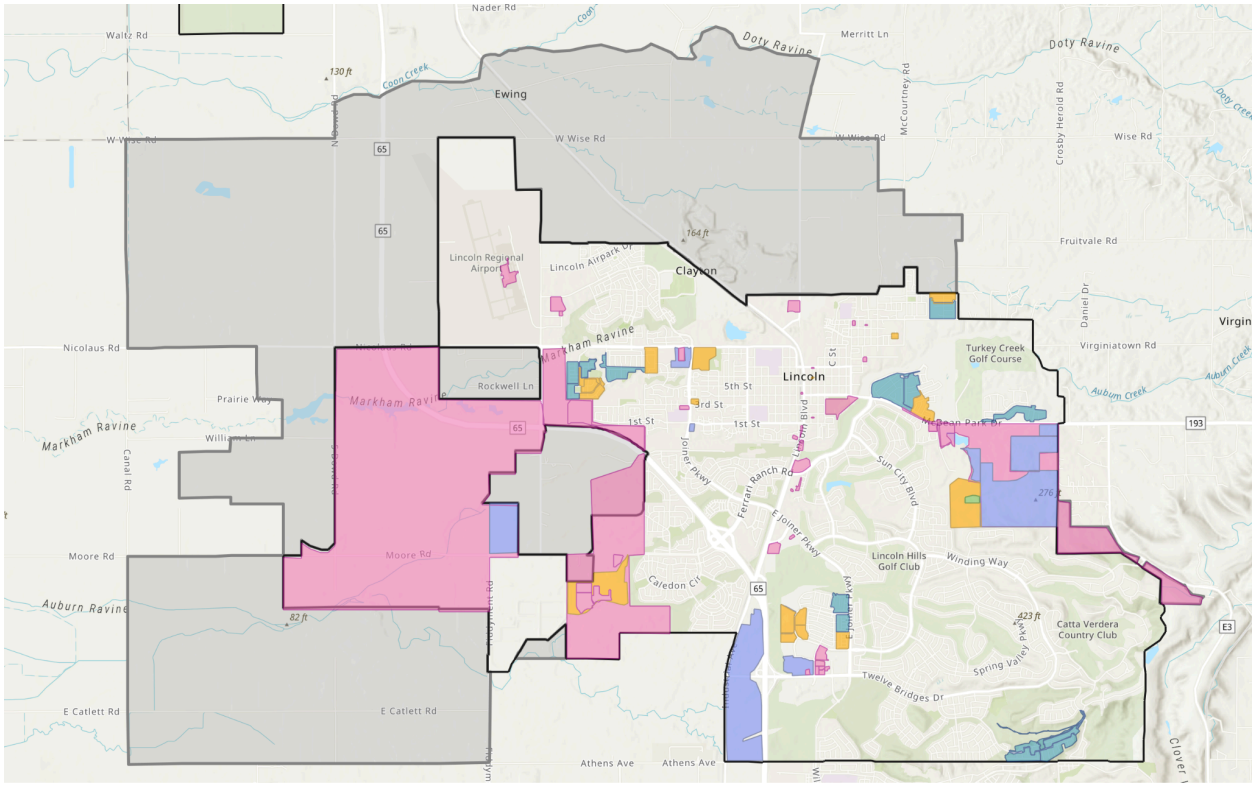
The city of Lincoln was founded in 1859, then as a village, when the original townsite was surveyed. Intended to be a temporary terminus of the California Central Railroad, the railroad's president, Charles Lincoln Wilson, gave the town its name. Lincoln was formally incorporated in 1890.

Lincoln has a long history of settlement from well before the railroad, beginning with the Nisenan, Miwuk, and Maidu peoples, who are indigenous to Northern California and have been present on their homelands in what is now the greater Sacramento Metropolitan Area for more than 5,000 years. Until termination by Congress in 1964, the area was home to multiple rancherias, or mini-reservations, including the Nevada City Rancheria of the Nisenan and the Auburn Rancheria of the Miwuk and Maidu, now part of the United Auburn Indian Community (UAIC). The UAIC owns and operates the Thunder Valley Casino Resort, the area's first casino, which opened in 2003.

Following the completion of the railroad, which continued on past Lincoln, the town remained relatively small until the discovery of coal in the 1870s, which, during mining, uncovered high quality clay deposits. As a result of these clay deposits, Gladding, McBean & Co. was founded in 1875 and remains a leading industry in Lincoln, noted as a ceramics and architectural terracotta pioneer — Gladding, McBean & Co. terracotta is what makes up the distinctive architecture of many of the buildings at Stanford University, for example. Even as this industry grew, the areas surrounding downtown or central Lincoln remained mostly agricultural or rural.

Lincoln remained "sleepy" until the mid 1990s, when the greater Sacramento Metropolitan Area saw a significant level of rapid development. Between 2000, when the population was approximately 12,000, and 2010, when it had grown to 43,000, Lincoln grew by 282 percent; at the time, Lincoln was the fastest-growing city over 10,000 in the United States, and was the fastest-growing city in California for two years in a row prior to the 2008-2009 recession. The 2020 census shows Lincoln to have a population of approximately 49,000, and the most recent California Public Library Statistics, from 2022-2023, shows the population at 52,313.

The City of Lincoln has an ambitious plan for expansion and annexation that will, once finished, potentially grow the population to more than 130,000, with an anticipated doubling of the current population to approximately 100,000 in the next 20-25 years. The village concept, laid out in the General Plan Update adopted in March 2008, plans for seven individual villages within the city, each linked to Lincoln's historic downtown, which will act as a central gathering place for the community. Each village is planned to have its own commercial center, a mix of high density, medium density, and low density residential areas interconnected by walking and biking trails, and a high level of open and green space to help retain the "small town feel."



City of Lincoln Development Map of Lincoln

As Lincoln grows, city leadership, through the village model, has expressed a dedication to retaining what made Lincoln special when it was a city of 10,000. Lincoln Mayor Holly Andreatta, when speaking with *Business View Magazine* in 2022, shared, "There are so many special characteristics about Lincoln that make it home. Lincoln is growing, but the downtown holds us all together. It's still got that old feel to it." This feeling about Lincoln was also mentioned in focus groups held as part of this project,

with planning team participants noting that “Lincoln is growing VERY fast — how [do we] keep what is special… why people are moving here.”

Former City Council member Paul Joiner, in the same article as Mayor Andreatta, added “[w]e’ve heard two phrases from visitors and from folks who are new to Lincoln, they say it’s like Mayberry, or it’s like Hallmark. Yes, the architecture and our history play a role in that, but it’s the people that make Lincoln great, and it’s the people that you want to be around.” City Manager Sean Scully said, “What I think is really different about Lincoln is that it is a blend between rural lifestyle and modern convenience. We’re not a center point of all commerce in Placer County, but if you live in the community, most of the things that are really important to families exist here and are really nice. It’s a very diverse place, and it really does feel like Hallmark or Norman Rockwellian Americana.”

This approach has been consistent for decades. In the “Lincoln Today” section of the 2003 Community Library Needs Assessment prepared by Stockton Associates, the consultants at the time wrote:

> [t]he city has a small, historic town charm that most residents want to see continued. This is evidenced by the strong desire for the existing Carnegie Library to continue to function as a library after the new library is built. Long-time residents can easily get the feeling that their town is being overtaken by newcomers anxious to bring their urban lifestyles to the small town, yet many newcomers to Lincoln want precisely to "get away" from the big city, urban environment. Lincoln's citizens and town government have dealt with this immense change and has developed a "can do" approach to city governance and citizen involvement. The town clearly welcomes newcomers yet wants to maintain as much of the benefits of a small town as possible.
>
> While Lincoln today is in the midst of an enormous transition, it maintains its direction as a family-oriented community, a good place to raise children, maintain family values, and create a sense of history and roots. A place where everyone is welcome.

Community Demographics

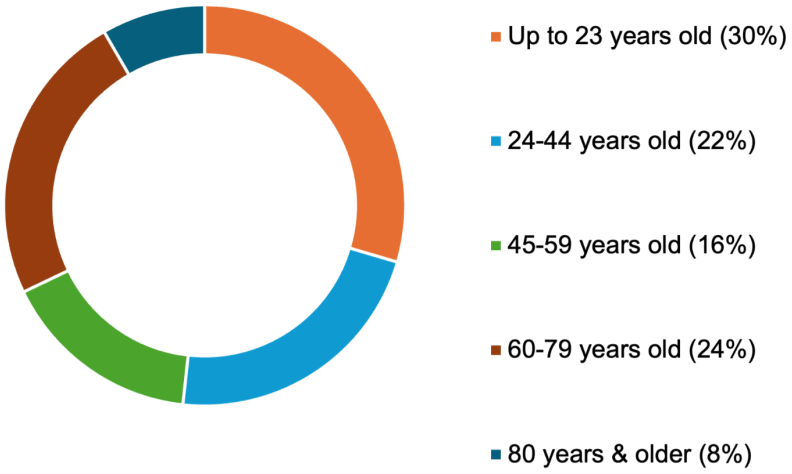
The population of Lincoln has experienced significant growth over the past 15 years, with the population rising from 11,205 in 2000 to nearly 52,000 today. With more than a half-dozen new neighborhoods under construction, there are thousands of homes planned for residency over the coming 25 years. This residential development will nearly triple the population of Lincoln.

Development is through a planned growth strategy around a "village" concept, with each village integrating its own residential, commercial and recreational areas. At the concept level, there should be incorporated into each village infrastructure and operational support to sustain and anchor the delivery of library services at the village level.

The 2023 Lincoln population is 51,629.[1] up 6.3% from the 2010 Census count of 42,819.

Age[2]

The median age in Lincoln is nearly 44 years old, with 32% of the population aged 60 and above. The youth population (under 24) is 30% of the community. 38% of the community is in the prime of their working ages, from 24 through 59 years old.



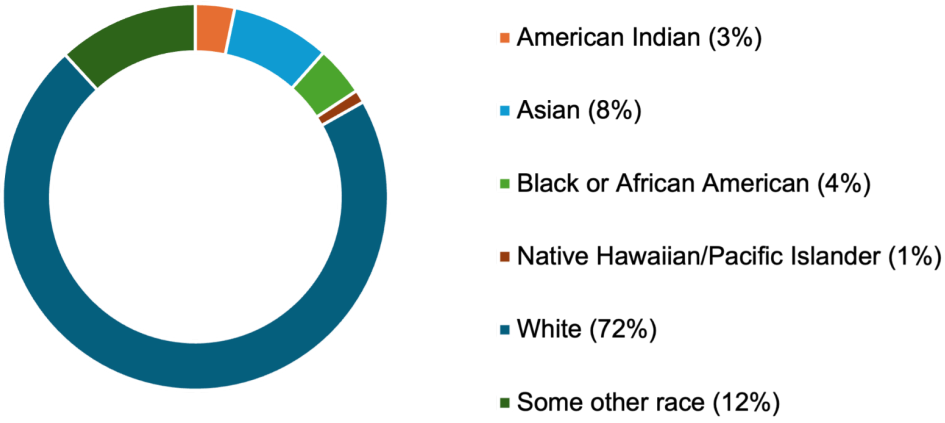
In generational terms, Lincoln is a young place. The

[1] American Community Survey, ACS 5-Year Estimates Detailed Tables. Accessed on April 1, 2024.
[2] U.S. Census Bureau. "Age and Sex." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B19001, 2023. Accessed on April 1, 2024.

younger Generations Alpha & Beta, and Gen Z comprise the majority of the population (52%). Generation X is a smaller percentage of the whole; 1 out of 6 belong to this group (16%). Even smaller is the silent generation; at 8% fewer than 1 out of 10 belong. One quarter of the population are baby boomers (24%).

Race & Ethnicity[3]

7 out of 10 community members in Lincoln are white (72%), while 1 out of 12 are Asian.



There are significantly smaller populations of American Indian (3%), Black or African American (4%) or Native Hawaiian/Pacific Islander (1%). Together, 1 out of 12 residents belong to these groups.

The Hispanic / Latino population crosses several race categories. Together, this segment of Lincoln is 1 out of 5 people (19%). The majority of the Hispanic / Latino population is of Mexican origin (74%).

Language Spoken at Home[4]

Most people in Lincoln speak English at home (85%). For those who speak another language at home, the predominant language is Spanish (48%), followed by other Indo European languages (26%) and then by Asian languages (22%).

---

[3] U.S. Census Bureau. "Demographic and Housing Estimates." American Community Survey, ACS 5-Year Estimates Detailed Tables, 2023. Accessed on April 1, 2024.

[4] U.S. Census Bureau. "Language Spoken at Home." American Community Survey, ACS 5-Year Estimates Detailed Tables, 2023. Accessed on April 1, 2024.

Housing & Households[5]

There are 19,481 households in Lincoln. In the coming 25 years, it is anticipated that the number of households will increase by 50% as a result of planned development. The Village 1 and 7 developments underway will alone increase the number of households by 25%.

Economics[6]

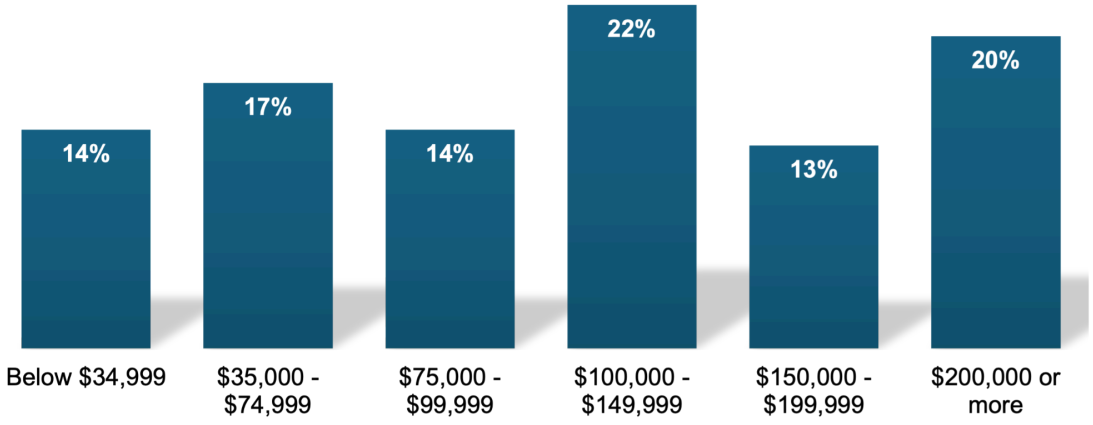
The median individual income in Lincoln is just above the rest of the State of California.

Lincoln	CA	USA
$51,978	$49,595	$42,220

Similarly, the median household income is close to the rest of the State of California.

Lincoln	CA	USA
$108,108	$95,521	$80,610

A closer look at household income provides a more nuanced view:



[5] U.S. Census Bureau. "Households and Families." American Community Survey, ACS 5-Year Estimates Detailed Tables, 2023. Accessed on April 1, 2024.

[6] U.S. Census Bureau. "Household Income in the Past 12 Months (in 2023 Inflation-Adjusted Dollars)." American Community Survey, ACS 5-Year Estimates Detailed Table. Accessed on April 1, 2024.

1 out of 5 households earn nearly double the median household income (20%), and almost half of households make less than the median household income (45%).

This data suggests there to be a wealth disparity when considering household income in Lincoln, looking at the highest and lowest levels of earning. With the scale of planned development, the distribution of housing types (for example, in Village 7, 36% of the planned units will be for low density residential — larger homes on larger lots, and therefore, higher price points — while half of that, 18%, is allocated for high density residential, which will be more likely to include affordable housing and apartment options), and the relative cost of new housing overall, it can be anticipated that the wealthiest and most highly educated segments of the population for Lincoln is the segment that will continue to grow.

This profile aligns in many cases with the projections in the 2003 Community Library Needs Assessment prepared by Stockton Associates, which, in section 5.4, "Lincoln's Future," shared:

> We can anticipate that this group of new residents will have a higher average education level than the current average Lincoln resident, that a large portion of them will be young families with children, that there will be a large portion of 55+ new residents due to the increase in housing stock in the retirement communities of Lincoln, and that there will be more diversity among the new residents, reflective of the general trend throughout California. The Lincoln resident of the future will probably be very different from the resident of today, but will have many of the same values.

An Overview of the Lincoln Public Library

Lincoln's first library was built about twenty years after incorporation, in 1909, and was funded by a Carnegie grant with the required community funding coming from Gladding, McBean & Co. and Lincoln residents. Located downtown, the Carnegie library served the community for over a hundred years before closing in 2011.

Prior to the Carnegie, Lincoln's earliest library facility was an 1890 reading room in Ahart's Hall, opened the year that Lincoln was incorporated and supported by public taxation starting in 1904. In 1906, Mabel Prentiss, a State Library organizer, appeared before the Lincoln city board of trustees and explained state law relative to establishment of public libraries and spurring the interest and investment that resulted in the support for the Carnegie library facility and its services.

Lincoln's current library, located in the Twelve Bridges area, was opened in 2007 to support the tremendous growth that Lincoln had experienced in the early 2000s. The large, modern 40,000 square foot library was designed as a joint-use library, with a unique three-way agreement between the Western Placer Unified School District, Sierra College, and the City of Lincoln.



The co-located Twelve Bridges High School opened in 2021; Sierra College's co-located campus was not built, and, after ten years of support for the facility, is withdrawing

from the joint use agreement as of June 2025. The joint use agreement has the City funding 60% of the library's budget, Sierra College, 25%, and the Western Placer Unified School District, 15%.

Lincoln has a small staff — 6.52 full time equivalent, or FTE — tasked with providing services to the over 1,200 students at the Twelve Bridges High School as well as the Lincoln community. The Library is open an average of 36 hours a week, and offers:

- a large collection;
- multiple digital collection offerings, including OverDrive, Kanopy, and Hoopla;
- materials on Native American history, issues, and culture, funded annually with the United Auburn Indian Community;
- significant seating space;
- multiple meeting rooms of varying sizes, including small study rooms;
- 40 public access computers;
- exam proctoring;
- adult literacy tutoring, via volunteers;
- remote pickup via holds lockers at the Twelve Bridges location and the Lincoln Community Center; and,
- a small outreach program, offering off-site engagement and programs.

In 2022-2023, Lincoln Public Library held 354 programs, with an attendance of 7,953.

Lincoln is a member of the NorthNet Library System, a consolidated regional system of over 40 libraries in northern California, and one of nine similar systems throughout the state supported in part by the California State Library. NorthNet Library System members share resources, participate in aggregated purchasing of materials, and collaborate on programming and staff training, with a goal "to achieve efficiencies and realize further economies of scale."

Budget

FY 2022-2023	Lincoln Public Library
Total Budget	$975,699
Salaries & Wages	$397,779
Staff benefits	$127,036
Physical collections	$56,350
Digital collections	$27,057
Other annual operating costs	$364,832

The Library's operating (non-capital) budget in FY 2022-2023 was reported to be $975,699, and the main expenditures are presented in the table below. Lincoln's total budget for its library ranks it in the 9th percentile compared to the rest of the State.

54% of the total budget is expended on staffing. This cost is relatively low compared to other libraries, reflecting the small size of the staff.

37% of the budget is allocated to annual operating costs.

9% of the budget is allocated to collections. Public Facilities Elements (PFE) fees are used to fund library collections.

Most libraries strive to spend at least 10% of their annual budget on their collections. Lincoln is at 9%, but these collection funds are not funds guaranteed through the municipal budget; they are funded through PFE fees, which are by nature intended to support the expansion of library services in relation to the growth of the community. Right now, the PFE fees are subsidizing the Library budget instead of additively supporting the expansion of library collections or other infrastructure development in support of community growth.

The Lincoln Public Library is further supported by the Friends of Lincoln Library (FOLL), which was awarded the 2025 Service Organization of the Year Award by the

Lincoln Area Chamber of Commerce. FOLL gives approximately $100,000 per year to support the Library, including, in 2025:

- $22,500 to support literacy programs and programs for young people, such as Read Across Lincoln, the Summer Reading Program, Read to Me Baby Literacy Kits, Family Story Time, Free Book Giveaways, School Tours, and the Teen Advisory Board Meetings;
- $38,000 for the library's collection, including Large Print Books, Adult Spanish Language Books, Children and Teen Magazines, Hoopla, and Kanopy;
- $35,950 for library programs, events and outreach activities, such as Mother Goose on the Loose, Family Movie Night, the Downtown Book Locker, Monthly Newsletter, Community Outreach Activities, and Group Library Tours.

As with the PFE fees, the level of support from the Friends is a double-edged sword: the funding is essential to supporting and providing these services, access, and programs, but the majority of these items are core services of the Library and should be fully funded and represented in the Library's municipal budget with any annual discretionary funding supporting capital projects and additional access.

Lincoln Public Library's Budget in Context

Year	Total Operating Budget	Expenditures Per Capita	% of Expenditure on Staffing
2008-2009	$1,197,177	$27.29	64.28%
2009-2010	$944,783	$22.67	53.75%
2010-2011	$814,222	$18.83	50.44%
2011-2012	$496,713	$11.40	57.88%
2012-2013	$378,793	$8.64	58.63%
2013-2014	$434,671	$9.62	49.30%
2014-2015	*Statistics not*	*reported*	*accurately*
2015-2016	$705,912	$11.32	55.37%
2016-2017	$600,851	$11.78	56.99%
2017-2018	$608,133	$12.39	51.74%
2018-2019	$890,265	$15.77	51.93%
2019-2020	$1,144,310	$16.20	49.54%
2020-2021	$867,037	$15.75	51.76%
2021-2022	$943,271	$18.26	59.86%
2022-2023	$996,632	$18.65	53.79%

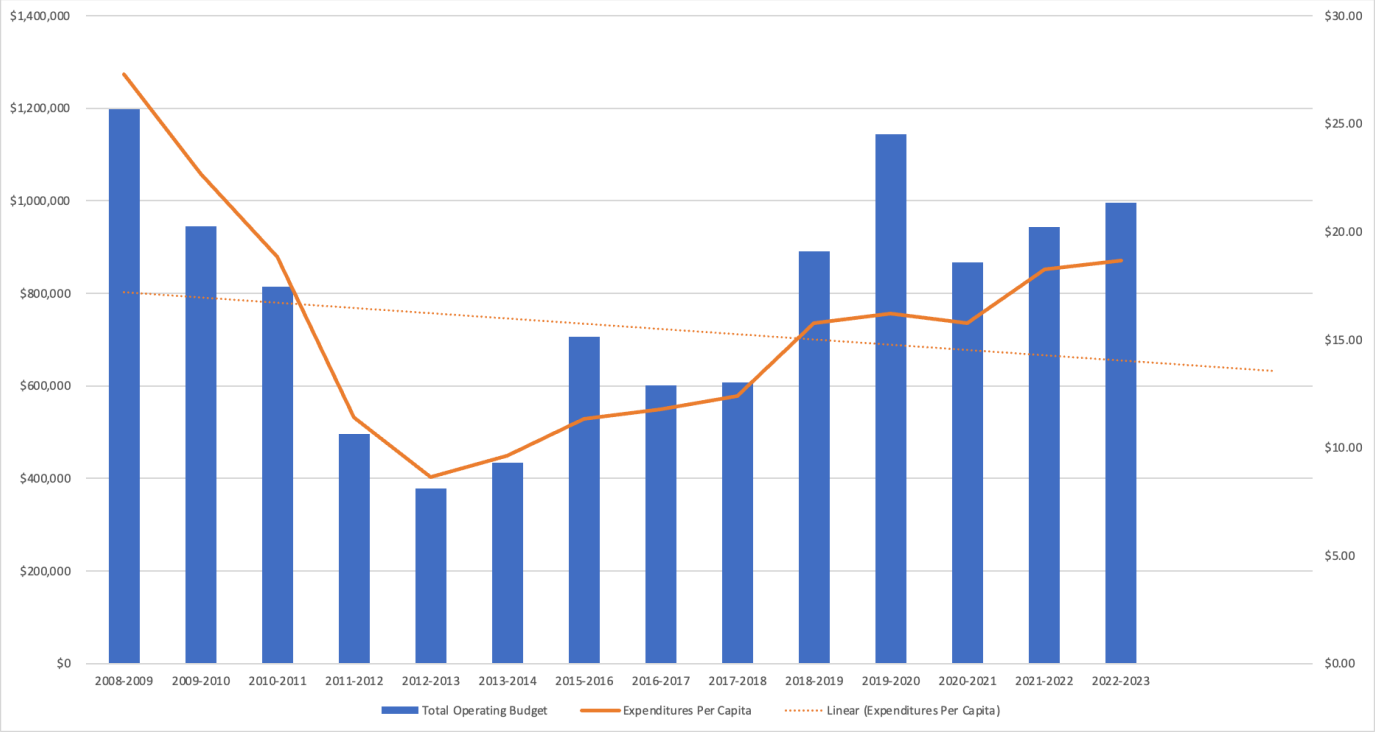
Historical Budget Overview, Lincoln Public Library[7]

Over the past fifteen years, the Lincoln Public Library has had a wildly variable annual budget. The first three years in the table demonstrate spending that supported service in both the Carnegie and Twelve Bridges libraries, with the budget fifteen years ago 17% greater than it is currently. Expenditures per capita have also varied significantly, from a low of $8.64 in 2012-2013 to a high, in 2008-2009, of $27.29.

It can be challenging to maintain service levels and retain staff with such variable funding, and as can be clearly seen by the

[7] California State Library. *California Public Library Statistics: State Data Key Ratios, Resources, Expenditure*, ca.countingopinions.com/index.php?page_id=3. Accessed 19 April 2025.

dashed orange line in the chart below, representing the trend of funding overall, which shows that funding has not been keeping pace with growth over the past 15 years, even as the City has made investments in the library following the significant financial struggles following 2009. In that time, Lincoln has added approximately 10,000 new residents while the overall support for library services have continued to decline; any allocation of City funds must keep pace with population growth in order to maintain the current level of services the Library provides — while also noting that public expectations for library service are still at the levels provided before the budget cuts.



In the 2050 General Plan, developed in 2008, there are multiple policies that suggest the library should have seen continued investment over these past 15 years; these policies are part of Goal PSF-9 in the Community Facilities section: "To ensure that adequate community facilities are provided and are conveniently located in order to meet the needs of residents of the city." Policy statements include:

- **Policy PFS-9.3 Expand Library Services** The City shall continue to expand library services, according to adopted City library standards (0.7 square feet per capita), to meet the educational, informational, and cultural needs of all community residents.

- **Policy PFS-9.4 Funding Mechanism for Libraries** The City shall provide a funding mechanism for the construction and operation of libraries within the city.
- **Policy PFS-9.5 Siting of Libraries** The City shall locate libraries near or adjacent to other City facilities, such as schools and parks, wherever possible.
- **Policy PFS-9.6 Community Facilities** The City shall ensure that community facilities, including a senior / adult services center, gymnasiums, aquatic center, and library, be planned and provided for future residents of the city.

These policy statements suggest that the City intended, at the time of developing their long-range plan, to more than double the available library square footage (0.7 square feet per resident × the eventual 130,000 residents equals a total of 91,000 square feet of library service space); ensure library services were funded by the City; that libraries would be located near schools and parks, both of which are well-represented in the various village annexation plans; and that these kinds of municipally funded community facilities (parks, libraries, community centers) were important and vital, not just for residents now, but for future residents.

These sentiments are a continuation of decades of similar perspectives on the importance of library services, stretching back to 1988, when, as highlighted in the 2003 Community Library Needs Assessment:

> [T]he City Council adopted a General Plan that recognized the need to expand or replace public facilities, including additional library services. The Public Facilities element of the General Plan, amended in 1998, supported Library facilities construction and suggested an additional 24,000 square feet of library space would be required to meet the library needs of the community. The Facilities Element further stated that libraries should be located adjacent to other facilities such as schools and parks, wherever possible. Community sentiment reflects the need for additional library services and supports the idea of joint-use facilities.

However, after the work to develop the joint use service agreement and the adoption of the 2050 General Plan, City investment in the library moved in the opposite direction, starting a steep downward decline, dropping to approximately a third of the

investment in the Library at the time of the plan's drafting and reducing available library hours and square footage. In the years following the development of the General Plan, Lincoln faced significant financial issues, with the City overall facing a 65% reduction in its budget between FY08 and FY12. As then City Manager Jim Estep shared in the FY09 budget narrative, "[t]his past year the City of Lincoln faced its most challenging budget shortfall in 30 years… commercial and industrial development has fallen short in providing the tax base needed for core city services."

Each of the next several years saw additionally challenging budget years; all general fund departments were impacted by staff reductions and significant budget cuts. In the FY11 budget narrative, City Manager Estep shared, "Over the last three years the City has struggled to maintain the level of service provided by the departments funded by the General Fund. Different strategies have been used each year to develop a budget that balances service levels and funding availability, but each year, for the past three years, the City has had to use one-time revenue and staffing/operating expense reductions as revenues continued to plummet. In 2007-08 the General Fund budgeted expenditures equated to $456 per capita, and this year those expenditures are budgeted to drop to $281 per capita (a 38 percent reduction)." In FY12, much of the same: "The question facing the City is how to continue to provide the level of service that the citizens of Lincoln expect with greatly reduced numbers." Even if Lincoln had wanted to maintain a level of support for library services, the financial situation did not allow the municipality to do so. However, even after the impact of these factors years later, investment has not returned at similar levels to support service, never mind a *growth* in service.

Comparing Lincoln With Its Peers

When considering the work of a library and its level of investment or support, it can be helpful to look at key statistics in comparison with other California libraries. Drawing from the most recent California Public Library Statistics, covering 2022-2023, it is possible to position Lincoln's access to resources against those across the state, with the statistics and their comparisons giving a sense of the impact of the library's use and strength of its funding. While these figures, as with many of the figures in the report, are several fiscal years old, using them allows us to ensure a like-for-like comparison of fiscal years across libraries and the state as a whole.

In the table below, Lincoln Public Library is compared against the statewide median (which draws the line between the top and bottom half of the state) and the statewide average. California's libraries are incredibly diverse, and the statewide average can be a challenging figure, as within the state there are some significantly underfunded libraries as well as multiple libraries with substantial service areas and even more substantial budgets.

FY 2022-2023	Lincoln Public Library	Statewide Median	Statewide Average
Library visits per capita	4.02	2.12	3.39
Collection per capita	2.10	1.83	2.55
Content Use per capita	5.95	4.12	6.73
Expenditures per capita	$18.65	$41.11	$65.18
Staff Expenditures per capita	$10.03	$30.54	$44.28
Total Staff FTE per 1,000 population	0.12	.30	.44

In order to help place Lincoln in context, the key statistics are represented in terms of a number per capita, which further balances these large discrepancies. The table shows statistics for library visits per capita; for how many physical collection items are owned per capita; the content use, which is the circulation of physical materials plus the circulation, use, or access of digital materials, per capita; the overall expenditures per capita; the expenditures just on staff per capita; and, finally, the number of staff per 1,000 people the library serves.

As evidenced by the table, Lincoln is well above the median for visits per capita, which may be explained in part by library use by students and in support of the school, as well as highlighting anecdotal evidence from community engagement about residents from around the greater Sacramento area choosing to use Lincoln's library over other area libraries. It is also especially notable considering the Library's limited hours.

Similarly, the collection and content use per capita demonstrate that the collection offers access to more materials than the typical Californian public library. Again, some of this may be driven by school use, and the collection size is certainly a result of the joint use agreement, especially when considering the opening day collection items that were included to potentially support Sierra College students. It is important to note that the collection size, currently around 121,600 items, is significantly older, with 67% of the items with publication and/or acquisition dates ten or more years old; approximately 18% of the collection has not circulated in the last five years.

When looking at the resources Lincoln Public Library has access to in order to provide the services highlighted above, the picture is stark. **Lincoln's overall expenditures are less than half of the statewide median, and only 29% of the statewide average; only 29 of the 186 public libraries in California have a lower overall expenditure per capita.**

Of the 182 public libraries in California who reported staff expenditure data, only 19 have a lower per capita figure of spending on staff than Lincoln. Lincoln's expenditure of $10.03 per capita is one-third of the state median and 23% of the state average. With only 6.52 full time equivalents of staff time, Lincoln Public Library's twelve staff members are having to manage a large facility, a complex joint use

agreement, and a significant collection for competing audiences and interests with extremely limited resources.

When considering these expenditure figures, it is important to remember they represent the Lincoln Public Library at their current level of funding. If the Library has to take a 25% cut to its budget, those figures drop to $13.99 (overall expenditures per capita) and $7.52 (staff expenditures per capita, assuming staff expenses take a proportionate cut). At $13.99 per capita for overall expenditures, only 12 libraries in the state have a lower rate of support; at $7.52 per capita for staffing, Lincoln drops into the bottom ten libraries in the state overall, with only nine libraries having a lower per capita expenditure rate on staff.

It may be further illuminating to compare Lincoln's figures with those libraries typically seen as comparisons by the Library and the City, and which are also located in the same geographic region: Roseville, Folsom, and the Placer County Library system.

FY 2022-2023	Lincoln Public Library	Roseville	Folsom	Placer County
Library visits per capita	4.02	2.38	2.05	1.39
Collection per capita	2.10	1.07	1.11	1.04
Content Use per capita	6.08	7.63	6.59	3.79
Expenditures per capita	$18.65	$24.55	$25.65	$41.11
Staff Expenditures per capita	$10.03	$16.26	$16.79	$26.73
Total Staff FTE per 1,000 population	0.12	0.19	0.17	0.23

Lincoln Public Library often uses nearby Roseville for peer comparisons. Roseville functions as a reference point because of its geographic adjacency and because

community members report comparing Lincoln services to those offered in Roseville, with its larger size and larger sales tax base. In looking at the table on the previous page, Lincoln Public Library does have more visits per capita and a larger collection per capita, but Roseville sees about 17% more use from a collection that is nearly half the size of Lincoln's — suggesting the items offered by Roseville are more pertinent to the community and/or are in better alignment with the needs of patrons using the space. Lincoln spends approximately 24% less on its library per capita than Roseville, and 38% less per capita on staff, though that figure is roughly in alignment with the size difference of the staff. Spending in alignment with Roseville would add $308,647 to Lincoln's budget at its FY23 levels, for a total of $1,027,279; applied to staffing, that could result in an additional 3.5 FTE for Lincoln.

Folsom is often used as a greater Sacramento area comparison that is seen as more in alignment with Lincoln, as it is a municipal library with a single location. Again, as with Roseville, Lincoln sees higher use in terms of visits and offers a larger collection; Folsom's collection is used at a slightly lower rate than Lincoln's. Folsom spends about 27% more on its library per capita than Lincoln, and slightly more on their staffing, as their staff is about 30% larger than Lincoln's but their expenditures on staff is approximately 40% greater than Lincoln's. Funding staff expenses at the same level as Folsom would result in an additional $353,635 to Lincoln's FY23 budget, for a total of $1,350,267, which would support an additional 4 FTE.

There is an awareness that Placer County Library as a system has experienced its own financial difficulties, but that awareness may not align with the real basis of comparison. Considering the disparity between Lincoln and Placer County noted in the table above, it is likely Lincoln would benefit from joining the County system, at least in the short term; what would be saved on the consolidation of services would likely support the number of staff Lincoln needs to run its Twelve Bridges facility. If retaining local control and retaining access to library services in Lincoln, by Lincoln, for Lincoln is a priority, the City of Lincoln needs to invest more substantially in the library than the current level.

If we choose to compare Lincoln's expenditures per capita and the percentage of the budget spent on staffing with just its counterparts in Placer County — Roseville, Loomis, and the Placer County Library system — Lincoln has the lowest per capita funding and the lowest expenditure on staff by far, as demonstrated in the table below comparing the four library service providers.

Library	Total Operating Budget	Expenditures Per Capita	% of Expenditure on Staffing
Lincoln	$996,632	$18.65	53.79%
Loomis	$373,163	$56.48	75.79%
Roseville	$3,754,875	$24.55	66.24%
Placer County	$8,157,658	$41.11	65.03%
County average		$35.20	65.21%

If Lincoln were to support the library at the county average of $35.20 per capita, *which would still place Lincoln in the bottom 50% of libraries in the state for funding per capita*, the Library's budget would nearly double, adding an additional $865,780 to the FY23 budget, for a total of $1,862,412.

Long term, the Lincoln Public Library staff are managing to provide a level of service that far exceeds the available resources in all categories. The staff's ability to do so is seen by stakeholders as a strength; for example, Board members share that the statistics for visits and use demonstrate library "services resonates with our residents," that partnerships with the Friends and the school district "allows us to maximize what we can each do," that the "beautiful, welcoming" multi-use facility is "an untapped resource," and that "staff and customer service is A+... [there is] attention to each individual patron." They also highlight the need for a "focus on sustainability, and not just for cost savings."

Over the past 17 years, the community has increased its population by 24%. At the same time, the Library budget has contracted overall 1% each year, so that today it is 17% lower than it was in 2008. If we consider inflation over this time period[8], in purchasing power, the Library's budget has shrunk 45% over the same time period.

To further emphasize how hard working the staff of the Lincoln Public Library are, consider that, over this time period when the population is growing and the budget has been diminishing, they have offered nearly the same level of access as in 2009/2010 in terms of hours open to the public, when the two library facilities offered a combined 42 hours of access a week compared to the current average of 36 hours per week.

The Lincoln Public Library's budget, if it had maintained a level of support since 2008 in pace with the growth of population and with inflation, should be 125% larger than the FY23 allocation, at approximately $2,242,422.

For every $4 in funding Lincoln is allocating to the Library, it should be $9.

Anything less has, over each of these intervening years, represented a loss in funding and in service opportunities for the Lincoln Public Library and the community it serves. This path of decreasing financial support in the face of population growth and City expansion directly contradicts the village concept model and is critically underfunding library services — even before the loss of funding from Sierra College pulling out of the joint use agreement.

[8] U.S. Bureau of Labor Statistics. Consumer Price Index Calculator. https://www.bls.gov/data/inflation_calculator.htm.

The Lincoln Community's Vision of the Library

The Lincoln Public Library is a great example of a library working as hard as possible within its constraints. Output measures discussed elsewhere in this report, such as annual visits and circulation of materials, speak to strengths in the face of fiscal adversity. Community engagement provides additional insights.

The Methodology section beginning on page 55 details the community engagement techniques deployed as part of the research and analysis for this report, especially as it relates to strengths, opportunities, and aspirations. One of these techniques was a community survey taken by 1,847 individuals, which is referenced in this report as "Community Survey" or "survey." Other techniques involved interviews, focus groups, and various opportunities for in-person, virtual, and self-directed engagements.

Strengths

The Library's strongest connection to the community is by providing access to content. In the community survey, we learned that:

> Eight (8) out of 10 patrons visit the Library to borrow physical materials (81%). *This is by far the leading reason people make visits.*
>
> One (1) out of 5 library community respondents indicated that their primary connection to the Library is by accessing its premium digital content (20%). The majority of the non-Overdrive content is funded through the Friends. The Library can consider there to be a distinct set of digital patrons, that is, individuals who primarily use the e-Library.

Considering that most patrons who visit the library do so to borrow physical materials, it is not surprising that there is strong alignment in the community around making access to the facility easier.

> Over half the respondents would like extended hours during the weekend and a consistent schedule throughout the year (58%).

> Slightly less than half of the respondents expressed a desire for extended evening hours (44%).

In general, a strength that should be noted is the high level of awareness of and support for library services in Lincoln, including through City leadership. Library service is acknowledged as a key resource in the City's 2023-2025 Strategic Plan, where Goal 10 states:

> "Conduct an analysis of current and future City library service and facility needs… Staff to initiate an analysis of the City's library service and facility needs, which is to include an examination of the use or repurpose of the Carnegie Library."

Opportunities

As a concept, an *opportunity* in relation to the Library is an identified community need or desire that can be met or fulfilled with Library programs and services. Community needs identified through engagement and background research are identified in the context of the following discussion about opportunities.

The primary opportunity for the Library is to capitalize on its position as a content provider to many in the community by **extending service hours** into the evenings and on Saturdays, in a way that provides for a consistent year-round schedule of open hours. Extended service hours would also enhance opportunities for the Library to foster community connections, in alignment with the values reflected in the village model, such as offering programs and providing space for a range of users.

A secondary opportunity that can be accomplished by extending service hours is to become **a bona fide community destination**.

This secondary opportunity is in direct alignment with the village concept model promoted by the City. Currently, the community survey indicates that just 1 out of 5 community members use the Library to attend events or to study, work, relax, meet friends and/or bring children.

A basis for this lower than desired level of use is the limited open hours the Library is open to the public. At an average of 36 open hours per week, the Library is not viewed as available as a community destination beyond the standard school and work day.

Current teen interns conducted interviews with their peers, and a recurrent theme that emerged from these is that students with after-school obligations cannot get to the Library during the week because the Library is closed by the time the structured parts of their school day experience are done. What is remarkable here is that the very students who might seem to have heightened access to the Library because of its campus location *also* encounter barriers to access to the Library due to its limited hours.

A third opportunity is for the Library to strengthen its position as a **community builder through programming**. The Library already offers an appealing range of programs that are in scope and scale beyond what is reflective of its level of staffing. It also has ample square footage to support a range of activities within its Twelve Bridges location.

Based on community interest and participation in the programming that is offered, it is clear that there is an opportunity to heighten the impact of the Library by fortifying its staff and budget to support more and more varied programming. Currently, the overall budget and staffing capacity limits access to the space and also constrains the timing and frequency of Library programming.

When asked to consider how to spend any additional dollars the Library might receive for programming, community survey respondents indicated that they would like to spend just about 3 out of five dollars on over programs for youth. These programs would encompass:

- Regular activities for children, such as Storytime, Read to a Dog, and Homework Help;
- Regular activities for teens, to be developed with teen input;
- Special events for children, teens and their families like Family Art Night or Battle of the Books;
- Programs that help youth build reading and school skills.

For a community even half the size of Lincoln, a baseline level for sustaining youth programming and engagement should be at least one full-time credentialed youth services librarian and another full-time credentialed school librarian/media specialist. Lincoln has neither of these roles staffed fully, and this means that the youth population in town are under-served when it comes to programs for youth and the kind of academic, curricular support that is the special purview of a school librarian/ media specialist.

As Lincoln develops its village model and attracts new families with children, these families will come from other municipalities with expectations about baseline public library services. In addition to collections and space, a large part of a healthy library ecosystem in a municipality is a robust profile of activities and curricular support for children and students of all ages.

In addition to programming for youth, there is also interest in adult programming, notably creative or cultural experiences such as concerts, author visits, and art events. Survey respondents would like to see 2 out of every 5 dollars of additional library program and event funding to be earmarked for these types of experiences.

Pursuing opportunities that meet community needs calls for, above all else, staffing the Library in support of extending open hours. Extended open hours provide support for the opportunities discussed above. There is also significant community support for this.

> More than half the survey respondents want to see extended hours during the weekend, along with a consistent year-round schedule for Library hours (58%).

Additionally, 2 out of 5 respondents indicated a desire for extended open hours in the evenings (44%). These results all suggest that a major opportunity for the Library to improve is to extend service hours. It also suggests that if the Library is facing budget challenges, preserving open hours should be a main priority.

Finally, a fourth opportunity is for the Library to strengthen its position as a **content provider** by undertaking a collection-wide audit of its physical materials, right-sizing the collection to match the needs of the community. Given the popularity of using the collection — again, 8 out of 10 survey respondents report visiting the library for materials is their top activity — and the overall older age of the collection, there is an opportunity to refine the physical collection and enhance digital offerings.

Aspirations

The clearest aspiration for the Library is to capitalize on its position as a content provider to many in the community by creating a long term plan to **extend access to physical collections and shared community spaces in each village**.

The community survey indicated there to be less interest in other options for easing access to borrowing, such as the expansion of Library Hold Lockers, adding branches throughout the City, and providing pop-up Library services on a regular schedule or at community events. Around 1 out of 4 respondents indicate an interest in these specific efforts.

In spite of these survey outcomes, access was by far and away the most pressing need expressed by participants in direct community engagement opportunities. A next step for the Library is to determine what modalities are optimal for the community as part of extending access in every village. In these engagements, staff and community members highlighted a desire for a combination of:

- mobile service, self-service, and full-service options;
- a dedicated outreach team with a bookmobile and/or mobile service vehicles to bring access to the collection and programming to other areas of the community;
- an additional physical location, particularly in the northern area of the city; and,
- a timeline for bringing Carnegie back into a service option, whether as a self-service location or, to capitalize on its location downtown and on the square, as a space for gathering and events.

A re-opening of the Carnegie Library with some self-service options for collection access, complemented by a design of spaces that make it a bona fide community destination for solo study or work and for collaboration among community members would provide a more intimate complement to the expansive Twelve Bridges location.

Over half of the community members surveyed are interested in a library refresh that offers:

- comfortable, lounge-like spaces (66%);
- spaces that promote focus and individual work (56%); and,
- spaces to use/charge your own personal device.

In surveying the community, it is evident that nearly 9 out of 10 people tend to bring their own computer, tablet, or phone to the Library if they plan to spend time there. This means that a revitalization of the Carnegie Library would not call for a large build-out of public-access computer workstations but rather a strong electrical and wifi network infrastructure accessible to users' personal devices.

A secondary aspiration is to create community awareness about library services beyond the basics. This includes raising awareness about the existing library hours, which include substantial hours on Saturdays, to overcome the perception of a lack of access on the weekend.

Many community members are familiar with core services offered by any given library, such as access to book collections and to technology. Aligned with this, half of community survey respondents indicated they are familiar with accessible library materials, such as large print materials, audiobooks, and the digital library.

Beyond content provision, survey respondents are far less familiar with Library services. About 1 out of 4 respondents are familiar with:

- Online reading programs offered by the Library (26%)
- Large community events, like the Lincoln Book Festival (23%)

Few residents are aware of the 24/7 Library Hold lockers, likely because this is a very new service.

A sustained marketing effort will foster engagement with the Library for all that it is accomplishing now. Marketing will also help current and incoming residents continue to envision how the Library has the potential to fulfill core community needs such as building connections among residents and creating shared, readily accessible community destinations in each village.

Taking active steps from the Library to promote its current efforts would call for specific marketing expertise as part of a staff role at the Library and/or support from external paid partnership with a vendor.

These opportunities and aspirations call upon City of Lincoln stakeholders and leadership to review the 2050 General Plan's agenda for Library Services. As the City has proceeded with its ambitious village model vision for its future, library services need to be considered as key components, alongside parks, schools, and community centers.

Paths Forward for the Lincoln Public Library

More than 15 years of declining investment in the Library, when combined with existing community growth, planned annexations and expansions, and Sierra College pulling out from the joint use agreement, has placed the Lincoln Public Library in a precarious financial and service provision situation.

There are no good options available; the City of Lincoln will either need to take a position that library services are not part of the vision they have for Lincoln's future, which would seem to be in direct conflict with the "feel" of Lincoln and commitments in the 2050 General Plan, or will need to commit to a long and gradual re-investment in library services.

The financial picture is further complicated by the requirements of the grant from the State of California that support the construction of the Twelve Bridges location, which stipulates the facility must be used as a public library for 40 years following the grant award, until 2047; otherwise, the City is responsible for paying back the full $10 million of the grant. Even with the three party joint use agreement, the City of Lincoln will be the one required to absorb the greatest risk if the facility cannot be used as a public library.

In her February 4, 2025 work session with the Lincoln City Council, Lincoln Library Director Kathryn Hunt highlighted multiple potential major solutions to the funding issue created by Sierra College's withdrawal. Many of those solutions are covered throughout this report. However, there are two mentioned in the work session that are not addressed here:

- *Closure of the Library*. If the Twelve Bridges location is closed as a library before 2057, the City will have to repay the State of California the $10 million construction grant
- *Change in Governance — Privatization or joining the County*. Any change in governance will result in loss of local control, with extremely uncertain cost savings and service impacts. These are also multi-year processes requiring negotiations with partners and approval from the State.

Options like handing the Twelve Bridges facility over to the school district or the library returning just to offering service out of the Carnegie — itself not a viable option, as no work has been done on the 2,300 square foot facility to bring it up to current accessibility standards — are not possible due to the stipulations of the construction funding and article 9 of the joint use Memorandum of Understanding (MOU), most notably stating that "[t]he Agencies may only use the Library as a joint use, co-located public library, for the benefit of the City, the College and the School District, and for no other purpose."

In painting a picture of the options Lincoln has in this moment for its library, there are three that stand out as realistic given the timeframe:

- **A loss in service: maintaining a single-location service point at Twelve Bridges with 75% of the current budget.** With Sierra College pulling out of the joint use agreement, the library is losing 25% of its current budget, or $222,212, which will have a dramatic impact on the services the Library can provide.

  In this worst-case scenario, services provided by the Library must be restructured to more adequately represent the investment by each party. With the City funding 85% of the budget, as well as holding the responsibility for maintenance and use of the building, the hours, services, programs, and collections must be repositioned to ensure the significant majority of the benefit of library services will directly impact community users, as opposed to users from the school. In addition, due to the current funding structure, the 25% cut will mainly need to come from staffing, which could represent a loss equivalent to 3 to 3.5 FTE, stretching an already thin level of coverage to the breaking point and resulting in additional and significant reductions in open hours.

- **The status quo: maintaining a single-location service point at Twelve Bridges with the current budget.** For this option to be viable in the timeframe necessary requires additional investment from the school district, which will need to triple its current investment in order to maintain the level of service the Library is currently providing to the high school and its students. Even with this investment, the Library should make adjustments to its hours to better meet the

needs of the community members looking to use the library, more adequately balancing the open hours to reflect the investment of each party, and the school district will need to acknowledge that access every morning to the library facility with the current staffing level is not a possibility. This need for morning hours prevents the Library from more fully meeting the needs of its greater community member users.

Replacing the funding lost by Sierra College's withdrawal by finding a new partner will not maintain Library service status quo because that partner will come with service expectations and the need for additional infrastructure to manage the level of investment. More on this is covered in the next option.

- **Adding a new partner — and adding additional services.** The City wishes to see a new partner come in to replace Sierra College, but it must be made clear that there is no realistic opportunity to replicate the current joint use agreement, which provided a significant benefit in incoming funding from Sierra College without a similar level of service provision, mainly due to the college not building the anticipated campus. The City will never again be able to find a partner willing to contribute 25% of the overall budget with no discernable return of service/no additions to services offered. The three-party agreement was a boon for Lincoln, and now that it will no longer be in place, it needs to be recognized that such an agreement will not return.

  Any new partner coming in with such a substantial annual investment will expect to see services that meet their needs commensurate with that investment; this means **even if the City is able to find such a substantial partner, there will not be an increase in core access, hours, or service at the Twelve Bridges location.**

What is essential to note is that, even at its current level of funding, and certainly before the 25% reduction that comes from Sierra College pulling out of the joint use agreement, the Library is not able to adequately meet the demand of either its public or school stakeholders because it does not have enough staff. This is through no fault of the staff, who work diligently to provide the highest level of service they can with their constrained resources.

A Loss in Service: Maintaining a single-location service point at Twelve Bridges with 75% of the current budget

Operating at 75% of the current budget will be a devastating blow to library services in Lincoln; unfortunately, it is also the most likely path forward if the City cannot acknowledge the need to rethink its approach to the Library's budget.

Because of the current funding structure, the 25% cut will need to come almost entirely from staffing, which could represent a loss equivalent to 3 to 3.5 FTE, stretching an already thin level of coverage to the breaking point and resulting in additional and significant reductions in open hours. Library Director Kathryn Hunt, in her work session presentation to Council on February 4, 2025, highlighted that the need to operate at 75% of funding would require a 50% cut in staff, "dissolving most seasonal positions" and cutting or "dissolving several benefitted positions" and a 40% reduction in open hours. While further minor savings would come as a result of these drastic staff and access changes, as fewer programs will be offered, reducing programming supplies and costs, fewer materials might be purchased, and some minor savings on janitorial, none of these add up in any significant way to make up for the disastrous reductions needed that will come from staffing.

As significant decisions will have to be made with staffing, hours, and the collection, as soon as possible — even with the bridge funding provided by the City for the next two years — the Library should restructure its hours, deprioritizing morning hours and shifting to evening access, and potentially closing additional days of the week in order to reallocate part-time hours to offer both morning and evening hours.

In this worst-case scenario, services provided by the Lincoln Public Library will need to be thoroughly restructured, and must be done so to more adequately represent the investment in funding by each remaining party. This will obviously require the MOU to be reopened and renegotiated, and a future MOU can have stronger language around the responsibility and commitment to funding support and less language around service provision details, many of which appear to be unenforced at this time.

With the City funding 85% of the budget, as well as holding the responsibility for maintenance and use of the building, the hours, services, programs, and collections must be repositioned to ensure the significant majority of the benefit of library services will directly impact community users, as opposed to users from the school; school needs for morning access are currently a main driver of the open hours, as evidenced by the change in hours during the summer when school is on break.

A 40% reduction in open hours based on the City funding the majority of the budget would render the Library's open hours to 23 hours per week. A schedule that factors in the a community desire for consistent open hours with some evening and weekend access could be modeled this way:

DAY	OPEN HOURS
Monday	Closed
Tuesday	1 – 7 PM
Wednesday	10 – 2 PM
Thursday	1 – 7 PM
Friday	10 – 2 PM
Saturday	9 – 12 PM
Sunday	Closed

This schedule also takes into consideration a community desire to keep the Library hours consistent throughout the calendar year.

Operating on 75% of the budget will make the gap between the service Lincoln can actually provide and the service it looks like it should be able to provide, as perceived by the community through the appearance of the Twelve Bridges location, even wider. As seen above, library service at 3 to 4 FTE would have a schedule with fewer open days, fewer open hours, very limited programming, and no outreach activities.

Filling in the gaps represented by these enormous staffing costs is virtually an impossibility. With over 7,500 volunteer hours in FY23, Lincoln is already outpacing the average of its neighboring peers (Placer County, Loomis, Roseville, and Folsom) by 919%. Those volunteers also give of their time at what is already a significant pace, with Lincoln's 168 volunteers donating their time at a level three times higher than their

next highest neighboring peer, Folsom, whose 136 volunteers give just over 2,500 hours.

While volunteer efforts can substantially enhance the connection of the Library to its community, they do not replace the impact of credentialed, paid staff. With the looming cut to the Library budget, there will not be enough staff capacity to coordinate more volunteer efforts than those are already given.

The status quo: maintaining a single-location service point at Twelve Bridges with the current budget

For this option to be viable in the timeframe necessary requires additional investment from the school district, which will need to triple its current investment, from 15% to 45%, in order to maintain the level of service the Library is currently providing to the high school and its students. While the City has pledged the bridge support would be the best time to implement a stepped process towards a more equitable investment.

Even with the school adding additional financial support, the Library should make adjustments to its hours to better meet the needs of the community members looking to use the library, more adequately balancing the open hours, and the school district will need to acknowledge that access every morning to the library facility with the current staffing level is not a possibility.

This need for morning hours prevents the Library from more fully meeting the needs of its greater community member users. As with the previous option, a more balanced schedule in terms of hours of access would look more like the variable summer schedule than the current "regular" schedule, with service generally available two mornings at 9am and evening hours available two evenings until 7pm while potentially retaining the full 9am to 5pm Saturday schedule. If the school needs access to additional mornings during the week, it will need to fund additional School Librarian Technicians and task the Technicians with monitoring morning hours.

In its current state, the Library has additional staffing challenges beyond the hours of access: in the last year, there has been a 100% turnover in part-time staff working under 20 hours. Part-time staff are critical to ensuring a variety of library hours can be offered, and each staff member represents an investment in training, confidence, and expertise that is lost when they need to be replaced.

The Memorandum of Understanding (MOU) will need to be reopened and revised regardless of next steps. Both parties should take the opportunity to ensure the revised document more clearly outlines funding responsibilities and the benefits accorded by the level of investment and maintains specifics only if those specifics will

be enforced. At the time of the original MOU's development, the following was, through that document, assured to be true and to remain funded:

- From Article 15, Element 2, Section 15.1: that a set of Library Minimum Service Standards would be maintained, set out in a high level of detail in Exhibit B, including recommendations for hours, number of seats, number of computers, staff work space square footage, and more.
- From Article 15, Element 2, Section 15.2: that any of the three agencies could "provide additional library services at the Library, at their own cost, and subject to approval by the Lincoln City Council, which approval shall not be unreasonably withheld"
- From Article 15, Element 2, Section 15.4: that "[t]he Library will employ a Library Media Teacher holding a valid credential authorizing services as a librarian issued by the State Board of Education or Commission for Teacher Preparation and Licensing."
- From From Article 16, Element 3, that "the Library will be open for the public for not less than 64-1/2 hours per week as follows: Monday through Thursday 7:30 a.m. to 8:00 p.m.; Friday 7:30 a.m. to 5:00 p.m.; Saturday 12:00 noon to 5:00 p.m." In the Library Plan of Service, there is the commitment to having at least 60 hours of service per week and supporting increased hours during exams, when needed.

At the time of this report, despite the MOU not having been reopened or renegotiated, these elements are not in effect and seem to be not in effect without penalty, undermining the value of the MOU as a whole.

The 2003 Library Plan of Service prepared by Stockton Associates also included several factors in developing the plan of service referred to in Exhibit B of the MOU that have changed:

- "The downtown Carnegie Library will continue to serve the community as a library with a change in focus and scope. Together, the two libraries will provide much needed public library services to the Lincoln community."
- "In order to build the new library and to operate it effectively, the library will need a dedicated and well-qualified staff. For the first full year of operation, the

partnering agencies have agreed to support the equivalent of… 8.8 FTE." The specific positions are listed to develop that 8.8 FTE figure.

- "Library Technical Services support for acquisitions and cataloging will be provided through an agreement with Sierra College," which would further free up the 8.8 FTE of staff for direct public service, programming, and outreach.

Furthermore, the Community Library Needs Assessment lays out some rather prescient statements for the future on pages 4-7 and 4-8:

> The service population for the Lincoln Public Library is expected to grow phenomenally over the next 20 years. In the 20 years previous to 2000, the city grew over 171%. In the next 20 years, it is expected to grow over 405% over its 2000 population, to 56,575 residents. Much of the future growth will occur between 2000 and 2010. If growth is to be a positive influence on the city, city infrastructure and services must be planned to support the growth and yet maintain the town atmosphere the city's residents want to keep. The city completed a revision of its Strategic Plan in 2002 that addresses these issues.

What is essential to remember is that funding the status quo is realistically a commitment to a gradual, continuous erosion of services. In order to maintain the current level of library service — as incomplete as it is in meeting the varied needs of the student population and community members — requires the library's already thin budget to grow at the pace of inflation and of Lincoln's population growth.

Replacing the funding lost by Sierra College's withdrawal by finding a new partner will not maintain a service status quo because that partner will come with service expectations and the need for additional infrastructure to manage the level of investment. Challenges to this approach are discussed in the next section.

Adding a new partner — and adding additional services

The City has been clear in its desire to see a new partner come in to replace Sierra College, but it must be made clear that there is no realistic opportunity to replicate the current joint use agreement.

The current agreement, because Sierra College did not build its anticipated campus, provided a significant benefit in incoming funding without a similar level of service provision. The City will never again be able to find a partner willing to contribute 25% of the overall budget with no discernable return of service or no additions to services offered.

All involved must recognize the current joint use agreement offered some significant benefits for the City and for the City's investment in the Library's budget, as any new partner coming in with such a substantial annual investment will expect to see services that meet their needs commensurate with that investment; this means **even if the City is able to find such a substantial partner, there will not be an increase in access, hours, or service at the Twelve Bridges location.** The same issue of diminishing returns from the previous option remains, even with a new partner, if the City and school district do not step up their investments.

When looking for a partner who could participate at a level similar to Sierra College, there are few options in Lincoln that can meet this need; the United Auburn Indian Community (UAIC) is likely the most notable.

The Lincoln Public Library also does not have the staffing levels necessary to develop the kind of authentic partnership such a large amount of money requires — fundraising and partner management at this level would require a staff member dedicated to finding and then maintaining that funding, and Library Director Kathryn Hunt, who has to be part of the FTE providing direct service, is not able to add such a substantial project or commitment.

Funding this budget gap through a patchwork of small business support or contributions and/or grants is even less realistic, as those funds will require an even more substantial investment of staff time to maintain, collect, and deliver on the funds and the promises that come with those many competing audiences and needs.

When talking about partnership at such a high level, the following needs to be considered:

- The partnership will come with new service expectations, as funders will expect to see a return on their investment;
- The partnership will require coordination of different, and potentially competing, partnership goals, as is already evident in the issues around the Library's service hours;
- There is labor necessary to manage the partnership, the service expectations, the volunteers, the funding, the reporting, etc;
- High-level, high-value, authentic partnership development generally needs at least an 18 to 24 month lead time to develop the partnership — staff time *and* calendar time;
- The Library Director cannot help run the library if she is going to have to create or manage the partnership, nor if she needs to undertake the landscape analysis and needs assessment necessary to approach the right partner, if they exist;
- Even a short-term infusion of cash through partnership requires staff and calendar time.
- Partnership at this level requires staff dedicated to maintaining and reporting on that partnership — as does any move that requires a significant number of volunteers.

As mentioned in earlier sections, the Lincoln Public Library is already operating with a higher investment of volunteer time than its peers and county neighbors, and with the well-established trends in less time investment in social and fraternal organizations such as the Rotary, Kiwanis, etc, in overall community volunteering on a regular, scheduled basis, and in the increasing age of those who volunteer, any increase in volunteerism to support the library is a short-term and labor-intensive exercise at best.

One last element makes this option a less attractive option: resource allocation for this project would need to start now if there is the hope to be at a place in two years, when the City's current bridge funding commitment ends. That means, effectively, the Library will have to operate at the 75% level until that partnership is built up, and, without an increase from the City and the school district to avoid further erosion of service, the gap to fund is actually more substantial than the 25% amount.

A Funded Model

Any option that responds to the expressed community needs and incorporates the opportunities the community wants to see requires significant additional investment. This level of investment represents the true cost of services in alignment with expressed City values and community expectations, and planning would need to start immediately so the first steps towards this level of investment can be incorporated into the next fiscal year's budget.

If the City is not willing to start this investment, then it must be acknowledged that Lincoln is not planning on offering library services beyond what is currently available. This is a truth that would be very difficult for the community to accept, and will likely impact the impression new and potential community members have of Lincoln as they look to move into new developments.

Library service is seen as a public good, and there is a great deal of anecdotal evidence that social infrastructure services funded by local government, such as parks, community centers and other facilities, and libraries, are important to attracting the high wage earners and young families who will be looking for and who can afford the low and medium density housing that makes up the overwhelming majority of units being built in the village models. Those new residents are likely coming from areas with established and well-funded library services, and will likely expect a similar level of service to compliment the reasons many may be moving to Lincoln — for the small town feel.

The current Twelve Bridges facility is a true community resource, and a facility to rightly be proud of. At 40,000 square feet, it is large enough that it could potentially support the use of a community of 100,000 people — but not in its current location, geographically isolated from downtown, and not with its current level of staffing.

The vision of the Lincoln community is one of an integration of recreation, community services, and more, and the reality is that the current decision is not to integrate library services into the village concept. If the City cannot sustain services for the population it has right now, it will not be able to offer library services to its new residents, either.

The City should implement a multi-year plan to work towards funding at the average aggregate of the county as a minimum — the $35.20 per capita mentioned on page 24. At current population levels, that budget would be double, at $1,862,412. However, this figure will need to grow as population increases over the course of the plan to align spending.

A model of a multi-year plan assuming a static population of 52,000 people is below. This is a pathway that would just put the Library on nearly the same playing field as the County. In effect, it can be considered a corrective action for funding for the current population to bring it in alignment with the County aggregate.

Fiscal Year	Budget Amount	Increase	Per Capita for 52,000 population
2024-25	$937,422	Current budget	$18.03
2025-26	$1,190,526	27%	$22.89
2026-27	$1,452,442	22%	$27.93
2027-28	$1,771,979	22%	$34.08
2028-29	$2,161,814	22%	$41.57

If the City had been able to maintain the status quo of the plan it expressed in 2008, the current budget would be approximately $2,242,422, or $42.95 per capita. This substantial investment would only *just* bring Lincoln's spending above Placer County's, and only *just* bring Lincoln above the median spending for the state.

The increase each year would in effect be on average 23%. In the 2025-2026, the percentage is higher to factor in the funding lost from Sierra College. In subsequent years, the percentages provide a consistent pattern for increases that also consider a conservative Consumer Price Index Inflation for 2025 of 2% as a guidepost.

Again, this major need for additional investment would only bring Lincoln in line with a County-funded system that is seen by many Lincoln stakeholders as inferior. Quantitatively, this level of investment would bring Lincoln just barely into the top 50% of funding per capita when using the State's public library funding statistics as a method for benchmarking. This model is a demonstration of how far funding for library services in Lincoln have been allowed to fall.

The 2008 General Plan estimates a population of 130,000 or more by 2050, and that is only 25 years away — even if there is no per capita increase in funding, at the 2025 per capita level of funding, $18.03, that requires a budget of $2,343,900 for 130,000 people. The City needs to be continually investing just to keep pace.

Future Considerations for Library Service

When gathered through multiple modes of community engagement, the aspirations of the community are clear: **community members are proud of their library, and want more access**. The community needs and aspirations Lincoln needs to keep in mind to support future planning are really that simple — though, as this report has shown, will not be simple to achieve or to fund.

Increased Hours

Most immediately, the City should explore ways to support what can at least be perceived as additional hours at the Twelve Bridges location. The current hours were determined via historic use patterns and a community survey, but the reality of the interest in and need for library hours means it will be difficult to find a schedule via consensus. Students, even among themselves, have competing needs: they need access during school hours and free periods, which include early morning hours, and want access to the library for homework and gathering opportunities after their afterschool activities are completed — so after 5pm — as well as on weekends. The morning needs of the school compete with the evening and weekend needs of the community.

Recommendations in this consideration include:

- The City should try to avoid options that result in a reduction of hours, preserving the current average of 36 hours of access a week as a minimum.
- Moving away from the current schedule where the Library has consistent hours and implementing a schedule with some morning and some evening hours. Access via hours should be prioritized in accordance with the investment allocations.
- Undertaking a plan for investment, including in partnership with the school district that focuses on their investment in staffing to support library access, that would result in additional hours of access at the Twelve Bridges location.

Exploring Different Modes of Access

Just about one in four survey respondents favored options for easing access to borrowing, such as the expansion of Library Hold Lockers, adding branches throughout the City, or providing pop-up Library services on a regular schedule or at community events. Nevertheless, easing and increasing access was the top concern in community and stakeholder engagement, emerging as a top priority for the Board and staff. This means that options distinct from those cited in the survey need to be explored.

Particularly through the design thinking based engagement opportunities, when participants were asked to work with one another to better understand their needs for library service as community members and then propose solutions, no matter how ambitious, alternative forms of access were by far the most prevalent solution. The ideas included:

- Supported transportation for community members to get to the library; the need for better public transportation to the library was also expressed in the survey and through other community engagement;
- Additional book lockers, including at grocery stores or gas stations, prioritizing their locations for ease of community access;
- Service engagement with retirement communities;
- Re-engaging the Carnegie location as an event hub, even if the facility itself was only used for storage and the events took place on the plaza out front;
- Equipment, including small vans or other vehicles, to support pop-up library service provision around the community, which might include retirement communities, in village commercial centers as they develop, and in parks;
- A bookmobile.

All of these service ideas are programs used by libraries across the country, so as Lincoln sought to research or implement any of these ideas, the Library would be able to learn from the knowledge and experience of peers.

Recommendations in this consideration include:

- Improve signage for the Twelve Bridges location, so community members know there is indeed a public library there. While this doesn't increase access, it does increase the perception of access.
- Additional book lockers and funding for a bookmobile are the kind of projects that can gather significant fundraising support, and it is a more realistic approach to direct community-based fundraising towards these tangible options that expand the definitions of library service. Starting a fundraising campaign for what is needed to expand at least the perception of additional access in the immediate future would take advantage of the interest the community has in supporting the Library.
- Place a book locker or a library collection vending machine on the plaza in proximity to the Carnegie to take a first step in returning library service to the downtown.
- Use the resources available within other City departments to explore the feasibility of using the Carnegie as some kind of community-focused space with a library presence.

An important factor to note is that even with unstaffed models like book lockers or a book vending machine, there is a staffing requirement to service them. Depending on the number of unstaffed locations and the distance between them, the level of use of the unstaffed options, and the materials movement necessary to support their use, the Library would likely need 20 to 40 hours a week for service, or .5 to 1 FTE.

Ensuring Library Service is Incorporated in the Village Model

As new villages come online, the City does need to make a commitment to some kind of library presence, whether it is additional book locker pick up options, bookmobile stops, small self-service locations like King County Library System's (KCLS) Redmond Ridge Express, or a small staffed branch.

This would be in alignment with the vision of Lincoln that the City is communicating through their various village and annexation plans — walkable, neighborhood oriented areas of the community, where community members, especially as Lincoln (and its

traffic) grows, will not have to drive to distant areas of the community to access services. Moving around a city of 100,000 or 140,000 is very different from moving around a city of 50,000 — traffic and access will only grow as an issue, even if only as a perceived issue.

This option likely includes a re-look at how Public Facilities Elements (PFE) fees are collected and their expectation for use. As each new development brings these fees to the municipality, they should be designed at a level to support the development of town infrastructure in response to increased demand on municipal services. Currently, the Library uses PFEs in alignment with the constraint that they be used for capital funding, using the fees to support the collection, since books qualify as a capital expenditure. However, this places a core library service — and the service most mentioned across engagement efforts — subject to the variables of these fees and, along with the substantial investment in the collection from the Friends of the Lincoln Library, hides the level to which both the City and the school district are underfunding the collection.

Recommendations in this consideration include:

- Incorporating the full costs of supporting the Library collection annually into the budget supported through the joint use agreement, which means additional investment from both the City and school district.
- At minimum, clarify the expectations for what PFEs are intended to fund, and explore ways they could be collected and/or saved to ensure money is available for a library presence in each village. More information on this is in the following section, “Notes on Developing the Paths Forward.”
- Engage a community group that includes library and city staff to research potential modes of library access for the villages.
- Consider how the City and school district can extend the kind of cooperation that exists in the Twelve Bridges location to other school facilities already planned for the village annexations.

Supporting the Library Financially

The exploration or development of alternative funding options or methods was beyond the scope of this project, but it is clear that the City needs to explore alternative methods for ensuring consistent financial support at the level needed by the community.

Recommendations in this consideration include:

- Ensuring the City and school district fully support the ongoing, annual, core services of the Library. This would allow community fundraising, partnership agreements, and the support of the Friends of Lincoln Library to be directed towards non-core service expansions, pilot projects, and one-time costs, so that the Library is less vulnerable to changing funding or support.
- Exploring a new approach to the use of PFE funds.
- Investigating a tax measure to increase general fund revenue.
- As suggested in Library Director Kathryn Hunt's February work session with Council, investigating whether there is potential funding from the County for County patrons using library services in Lincoln.

Notes on Developing the Paths Forward

In the case of the Lincoln Public Library, there appears to be broad support for the Library, its services, and its importance to the community from its stakeholders, including City leadership and City Council. While this is an excellent place to start, as the potential paths forward highlighted in the last section demonstrate, that support needs to be backed by tangible financial investment, particularly for staffing.

The findings of this report provide an analysis built on the information we as consultants were able to obtain and observe; as with any community-focused engagement process, there will be community members whose experiences and backgrounds are not as well-represented as they might be, and perspectives on the library and its future that are not reflected. We offer these following observations as points of interest — while their presence does not change the recommendations we have made for the paths forward, it is important the City note these gaps.

The Need to Strengthen Stakeholder Relationships

The Lincoln community seems open and willing to engage with the Library and offer its support, but that support may be limited to a more shallow or transactional relationship.

Deeper or potentially more meaningful engagement was more challenging, even when directly engaging with community members that fit the survey profile. This does not bode well for the kind of sustained engagement and advocacy on the part of Library stakeholders and the community that will be necessary to ensure access to library services. For example, while the Library put together a strong team of advocates and stakeholders, the Project Planning Team was hobbled due to team members unable to make meetings and team members not fully participating in community engagement work, such as interviews with community members and stakeholders. In another example, over the course of the project, the Library offered multiple opportunities for the community to engage through a variety of methods, but did not have attendance at virtual sessions or opportunities held in the evening.

Regardless of which option the Library or City chooses to move forward, there will need to be substantial work on the part of advocates and stakeholders to connect with

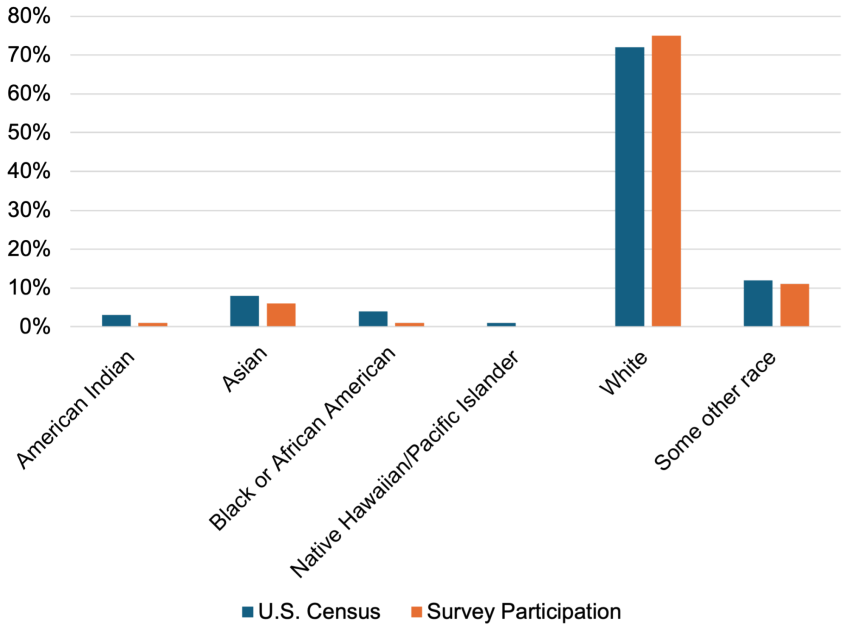
community members, city leadership, and potential partners in the community. This will be especially crucial if the Library is expected to move forward in obtaining operating funds through partnerships.

Ensuring Diverse Perspectives

Constructive Disruption consultants worked with Library staff and the Project Planning Team to identify ways to reach out to Lincoln's diverse communities as part of this study. For example, the Project Planning Team participated in a community mapping exercise, which is a tool used to bring to the forefront community groups and community perspectives unlikely to be represented in a broad call for engagement, ensuring a project has the opportunity to learn from the experiences of a more diverse cross-section of the community.

However, as noted above, the Project Planning Team was not able to complete their outreach to the community groups and members they identified, leaving notable gaps in representation. Some of this was mitigated by the teen interns undertaking some interviews, and by engaging with young people through the Read Across Lincoln program, incorporating input from students across the community. The City and the Library also, in some cases, did not feel they had a strong enough relationship with key groups to reach out as part of the engagement process, with the United Auburn Indian Community as a notable example.

In addition, the survey, which could be taken electronically and anonymously and took 5 minutes or less to complete, had a large, generally homogeneous set of respondents. 1,847 community members shared their thoughts.



Survey participation by race is reflective of the general population of white people. However, survey participation by ethnicity was not. The American Indian and Black/African American communities in Lincoln are small, yet they are significantly under-represented.

The Latino community makes up 19% of the City of Lincoln population according to the U.S. Census American Community Survey (2024). That's nearly 1 out of 5 residents. Just 9% of the Latino population participated in the survey. This indicates that there is significant under-representation from this large segment of the population.

The Library must invest in cultivating strong, mutually beneficial relationships with community groups and members outside of those traditionally represented by the profile of the survey respondents or who are traditionally part of planning processes. This would ensure, in times of crisis, those relationships are already strong and are not and would not be perceived as extractive.

Using the Public Facilities Elements (PFE) Fees to Support Access

Exploring the opportunity for alternate uses for the PFE fees are beyond the scope of this study, but there is a strong sense that the PFEs should be reallocated to truly support capital needs beyond those in the collection. Ongoing costs for the library collection, as a core service, and the most accessed service, should be incorporated fully into the municipal budget and should not rely upon PFEs or support for the Friends.

In exploring future models, we believe the City needs to pick up the collection costs so PFE fees can go for their true intention: providing funds to broaden library access across the city. The City may need to charge more if the funds are intended to help capital costs of new facilities in the village model, as estimates show the funds collected are not enough to fund a branch.

Even if the PFEs cannot be used to support additional truly capital expenses like a small branch in each village, taxes will eventually burst upwards and a new gap will open in the Library's budget when, down the road, the PFEs invariably sunset.

Methodology and Resources

The Constructive Disruption team, in concert with library leadership and the project planning team, applied multiple data collection methods during the planning process. The project planning team was comprised of the following members:

- Carol Judd, Lincoln community member
- Celina Salas, Latino Leadership Council
- Erin Frye, City of Lincoln
- Gloria Irey, Library Advisory Board
- Heather Pierce, WPUSD, Library Advisory Committee
- Karen Lindh, Friends of the Lincoln Public Library
- Karen Van Gundy, Lincoln Public Library staff member
- Kathryn Hunt, Lincoln Public Library Director
- Linda Derosier, Friends of the Lincoln Public Library
- Lynne Snyder, Library Advisory Board
- Paul Radcliffe, Rotary International
- Rene McGrath, Lincoln community member
- Richard Pearl, City Councilmember
- Samuel Schlafer, Lincoln Public Library staff member

The methods included background research, a community survey, external and internal focus groups, various virtual and in-person community-focused sessions, and stakeholder interviews. These multiple methods and their respective analytic components provided for a triangulation of data, in support of the development of a robust and reliable foundation for a community needs assessment and conceptualization of a modern public library.

Survey

The design of the survey questions provided an opportunity for individuals to rank priorities and express ideas as they relate to: the Library as a community space; the library as a community builder through its public programming; and, the library as a content provider.

The survey provides a set of quantitatively based insights about how people see themselves using library spaces, participating in library programs and activities, and borrowing content from the library. This information supports a data-based approach to decision-making about library facilities. It also complements the information and insights gathered through the focus groups and the stakeholder interviews.

External Focus Groups and Stakeholder Interviews: Participant selection
The participants in external focus groups were identified using community mapping, a process that draws upon an organization's internal expertise to identify stakeholders across an entire community. The project planning team mapped Lincoln, and this provided the basis for outreach for focus group and stakeholder interviews. By its very nature, this approach supports diversity and inclusion, so that focus group and interview engagement methods capture voices that represent as many segments of the community as possible.

Focus Groups, Stakeholder Interviews, and Community Town Halls/Cafés
The majority of the focus groups, stakeholder interviews, and community town hall/café options were facilitated using the Aspen Institute's SOAR method. A **S**trengths, **O**pportunities, **A**spirations, **R**esults (SOAR) analysis is a strategic planning tool that focuses an organization on its current strengths and vision of the future for developing its strategic goals. SOAR engages at all functional areas of an organization, focusing on what is currently done well rather than concentrating on perceived threats and/or weaknesses (as is the case with the SWOT method).

In these focus groups and stakeholder engagements, the conversations were not constrained to focus exclusively on Lincoln Public Library services as they are currently delivered. Rather, they were sufficiently broad so that reflection and insights considered the Library in the context of the whole community. The premise is that the libraries are a constituent part of the community fabric and all are best served by taking an integrated approach to considering its role and impact on residents. This outlook is in complete alignment with the City of Lincoln's village concept.

In addition, the project offered the opportunity for community members and staff to engage in sessions using Stanford's design thinking process to unearth potential new solutions to the community's most critical needs for library service.



Below is a summary of engagements:

- January 2, 2025: All Staff Session
- February 4, 2025: City Council work session led by Library Director Kathryn Hunt
- February 5, 2025: Library Board focus group
- February 6 and 8, 2025: Virtual community town halls
- March 2025: Design activity for students up to grade 4 in the March Read Across America program (see an example to the left)
- March 2025: Teen Council members held one-on-one interviews with peers
- March 19, 2025: In-person staff design thinking session
- March 20, 2025: In-person community member design thinking session
- March 20, 2025: In-person drop-in community café

Information Sharing and Digital Engagement

Library Director Kathryn Hunt created a project website (https://www.lincolnca.gov/en/parks-recreation-and-activities/library-community-outreach-2025aspx.aspx) to highlight the work of the project and invite community members throughout the process to continue to share information. The website provided an additional pathway for community input through a form that encouraged community members to engage with the four drop-in community café questions, ensuring community members who were unable to attend in person could still participate.

Resources

About Us - City of Lincoln, www.lincolnca.gov/en/parks-recreation-and-activities/about-us.aspx. Accessed 26 March 2025.

Amarante, Kylie. "Molly MacNutt; Marlie Wright." Personal interviews, 25 March 2025.

California State Library. *California Public Library Statistics: Ready Reports*, ca.countingopinions.com/index.php?page_id=3. Accessed 11 April 2025.

California State Library. *California Public Library Statistics: State Data Key Ratios, Resources, Expenditure*, ca.countingopinions.com/index.php?page_id=3. Accessed 19 April 2025.

City of Lincoln. "Annual Budget, FY 2007-2008." City of Lincoln, 12 June 2007.

City of Lincoln. "Annual Budget, FY 2008-2009." City of Lincoln, 24 June 2008.

City of Lincoln. "Annual Budget, FY 2009-2010." City of Lincoln, 23 June 2009.

City of Lincoln. "Annual Budget, FY 2010-2011." City of Lincoln, June 2010.

City of Lincoln. "Annual Budget, FY 2011-2012." City of Lincoln, 28 June 2011.

City of Lincoln. "City Council Strategic Planning Report 2023-2025." City of Lincoln, 13 June 2023.

City of Lincoln. "Village 5 Annexation." *Lincoln Village 5*, 2025, www.lincolnvillage5.com/annexation.html. Accessed 18 March 2025.

City of Lincoln, Western Placer Unified School District, Sierra Joint Community College District. "Joint Use Cooperative Agreement for the Lincoln Public Library at Twelve Bridges." 2003.

Gangavarapu, Charvi. "Tanvi Mummaneni; Anishka Nalluri." Personal interviews, 23 March 2025.

"Historic Downtown Lincoln CA." *DOWNTOWN LINCOLN*, 2024, www.downtownlincolnca.com/whistoric-downtown. Accessed 26 March 2025.

Hunt, Kathryn. Personal interview, 9 April, 2025.

Hunt, Kathryn. "Library Funding." City Council work session, 04 February 2025, City Council chambers, Lincoln, CA.

Kortum, Lucy. "Lincoln, Placer County; Gold Country Area, Gold Country Region." *Carnegie Libraries of California*, 1999, www.carnegie-libraries.org/california. Accessed 14 March 2025.

Lewis Planned Communities and PBS&J. "Village 7 Specific Plan." City of Lincoln, June 2010.

"Lincoln, California - Placer County." *Business View Magazine*, 8 July 2022, businessviewmagazine.com/lincoln-california-placer-county/. Accessed 26 March 2025.

Lincoln Project Planning Team. Focus group held via Zoom, 15 January 2025. https://padlet.com/acornsandnuts/lincolnplanningteam

Lincoln Public Library Advisory Board. Focus group held via Zoom, 5 February 2025. https://padlet.com/acornsandnuts/LincolnBoard

Magagnini, Steve. "Jessica Tavares Overcomes Poverty to Build Thunder Valley Casino, Transform Her Tribe -- and Give Away Millions." *United Auburn Indian Community News*, 4 October 2007, web.archive.org/web/20110930092415/www.auburnrancheria.com/news/2007-news/the-new-chiefs-chief-executive-officer/?searchterm=tavares. Accessed 26 March 2025.

Mintier & Associates, et al. "General Plan 2050." City of Lincoln, March 2008.

Olvera, Adelyne. "Sarah Johnson; Avery Plummer." Personal interviews, 24 March 2025.

Stockton Associates. "The Library at Twelve Bridges; LIBRARY PLAN OF SERVICE." City of Lincoln, March 2003.

Stockton Associates. “Community Library Needs Assessment.” City of Lincoln, March 2003.

“Supports and Promotes the Lincoln Public Library.” *Friends of the Lincoln Public Library*, 7 February 2025, lincolnlibraryfriends.org/. Accessed 19 April 2024.

U.S. Bureau of Labor Statistics. Consumer Price Index Calculator. https://www.bls.gov/data/inflation_calculator.htm. Accessed 20 April 2025.

US Census Bureau. American Community Survey, ACS 5-Year Estimates Detailed Tables. Accessed 01 April 2024.

Various (students in fourth grade and younger). *Draw A Picture of What Your Perfect Day at the Library Looks Like*. March and April 2025. Library director’s files.

Zimny, Grayson. “Leena Halimi; Mason Mathis.” Personal interviews, 21 March 2025.

About Constructive Disruption

Constructive Disruption (http://www.constructivedisruption.info) is a woman-owned consultancy based in Oregon focusing on strategy work for local government and libraries. Constructive Disruption's planning processes are built with a collaborative, future-focused mindset at the heart; our strengths-based, human-centered approach sets our consultancy work apart.

The Constructive Disruption consultancy functions as a cooperative, bringing together expertise tailored to each project. Team members are located across the United States; we pool our knowledge and experience in the belief that collaborators with different viewpoints create superior end products. For the Lincoln Library Funding and Community Aspirations Report, our team included:

- **Stephanie Chase** (she/her). Stephanie has more than 20 years of experience in public libraries on both the east and west coasts, having served as a library director or in executive leadership in small and rural public libraries as well as at Multnomah County (OR) Library, The Seattle Public Library, and the Hillsboro (OR) Public Library. Stephanie is the Founding Principal of Constructive Disruption and currently the Executive Director of the Libraries of Eastern Oregon, a 15-county resource sharing cooperative, and serves on the American Library Association's Executive Board.

- **Judah Hamer** (he/his). Judah Hamer has deep experience in public and school libraries, with a career spanning over three decades. His areas of expertise are organizational development, knowledge management, and interactional analysis. In addition to more than 30 years in library service, Judah has taught extensively at the School of Communication & Information, Rutgers University (NJ) and is currently the Human Resources Manager for the Boston Public Library.

We believe in working together to break down barriers to progress.


CONSTRUCTIVE
disruption

STAFF REPORT

Item Number 9.B

SUBJECT: California Statewide Communities Development Authority (CSCDA) Open PACE Program. (Sean Scully)

SUBMITTED BY: Sean Scully

DEPARTMENT: City Manager's Office

DATE: August 26, 2025

STAFF RECOMMENDATION:
Adopt the attached resolution approving the California Statewide Communities Development Authority (CSCDA) Open PACE Program.

BACKGROUND/INTRODUCTION:

Property Assessed Clean Energy (PACE) is a mechanism for residential and commercial property owners to finance renewable energy, energy efficiency, and water conservation projects to their properties. Property owners leverage funds based on the available equity in their property made available from a PACE provider. These providers are sponsored by a Joint Powers authority (JPA) and repay the financial obligation via a voluntary special tax or special assessment. State law authorizes contract assessment districts in charter and general law counties to provide financing for renewable energy, energy efficiency, and water conservation (among other measures with a communal sustainability or resiliency benefit) improvements to qualified property owners. A property owner voluntarily enters into a contractual agreement with one of the Joint Power Authority (JPA) assessment districts in which they reside to access financing by securing a lien on their property and repay it as a special tax or assessment on their property tax bill. This financing mechanism is referred to as Property Assessed Clean Energy (PACE).

CSCDA Open PACE is an umbrella initiative including three DFPI licensed residential PACE providers: PACE Funding Group (dba Home Run Financing), FortiFi Financial, and Renew Financial; and several commercial PACE providers. Launched in 2015 it is sponsored by the California Statewide Communities Development Authority (CSCDA). CSCDA Open PACE's goal is to create a platform to vet and pre-qualify PACE administrators so that local governments only need to pass a single resolution to authorize multiple providers including specialist residential or commercial PACE providers.

In order to provide Lincoln property owners with a variety of trusted PACE finance options, the Council is asked to consider admitting licensed PACE providers by adopting a resolution approving CSCDA Open PACE Program to operate in the City. The City of Lincoln is a

member of CSCDA, and has been 1993 (City resolution 93-55 June 8).

FINDINGS/ANALYSIS:

PACE financing can be set up and administered under AB 811 (2008) which allows qualifying upgrades to be financed through an assessment district. Additional legislation expanded projects eligible for financing to include water efficiency improvements, electric vehicle charging stations, seismic improvements, and wildfire resiliency.

Additional laws expand the original legislation and provide for additional consumer protections:

AB 2693 (2016) enhanced disclosures to homeowners participating in PACE programs and guarantees the right to cancel PACE financing within three business days of execution. AB 2693 also prohibits marketing promises of monetary or percentage representations of increased value to a property owner regarding the effect the financed improvements will have on the market value of the property unless the market value is estimate using one of specified methods.

SB 242 (2017) requires a recorded telephone call to residential consumers to confirm key terms of the agreement. This call and contractual documents must be available in one of five enumerated non-English languages as necessary. SB 242 also prohibits kickbacks to contractors for steering consumers into a particular program and any misrepresentation as to tax deductibility of a PACE assessment contract. PACE providers are prevented from disclosing to contractors the amount of funds the property is eligible for under a PACE assessment under this law.

AB 1284 (2017) establishes state oversight for the California's PACE program (through the regulator – Department of Financial Protection and Innovation – DFPI) and requires PACE administrators that are not local governments to obtain a license under California Financing Law. They are also held accountable for screening, training, and monitoring the contractors and sales reps enrolled in their programs. Lastly, PACE providers have to determine a consumer's ability to repay, including income verification, before entering into a PACE assessment.

SB 465 (2018) allows for fire resiliency measures to be financed under enabling PACE legislation.

AB 1551 (2020) prohibits penalties for early prepayment, prohibits PACE financing with reverse mortgages, requires financing documents to be provided to the homeowner as a printed copy unless the homeowner opts out

AB 2471 (2020) extends the right to cancel on all home improvement contracts including PACE for persons 65 years and older from three to five days

AB 790 (2021) extends laws regulating unfair methods of competition and unfair or deceptive acts or practices with regard to the home solicitation of senior citizens for home improvements funded by PACE

DFPI regulations (2021) further regulated the PACE Administrator license and application process, advertising standards and standardized disclosures, complaints processes and

procedures, dishonest dealings and misleading statements, and

PACE enrollment standards and processes.

PACENation Consumer Protection Policies (2021). The PACE national trade association adopted a set of consumer protection policies which included further protections for protected classes (elderly and low income), a standardized residential PACE guide for applicants, and enhanced communications to existing PACE consumers.

PACE offers an alternative to traditional means of financing property improvements such as paying cash, taking a home equity line of credit (HELOC), or using credit cards. PACE financing eligibility is primarily based on property equity and ability to pay, rather than the credit worthiness of the applicant. PACE financing has fixed term interest rates with terms generally longer than those of other private and/or unsecured loans, but equal to the average useful life of the improvement being undertaken. Some other advantages of PACE financing include 100% financing for eligible improvements, and the reliability of pre-approved, vetted, trained and strictly monitored contractors. Participation in PACE financing is voluntary.

Because the capital for PACE financing is from private sources and the transactions are between program administrators and building owners, the City will incur no cost or risk associated with program activities. The City is not required or expected to provide administrative support or marketing for the programs, which are conducted by the program administrators. However, many jurisdictions throughout the state have found that partnering in outreach and marketing can enhance the efficacy of the program. The City is not obliged to repay bonds issued by the JPA or assessments levied on the participating properties.

Enabling the City of Lincoln's PACE availability by approving licensed program administrators will create a competitive marketplace that provides a variety of financing options with more favorable terms to home and business owners. Doing so may also incentivize more property owners to undertake improvements, resulting in the creation of more renewable energy and local jobs, reduction in energy use, greenhouse gas emissions and water consumption, among other improvement categories.

PACE has been adopted broadly regionally. Placer County created its own PACE Program, MPower, in 2015. In December 2020 the Board of Supervisors voted to end the exclusivity of MPower and authorized other PACE providers including those within the CSCDA Open PACE Program to operate within the unincorporated territory. MPower was closed to new applications in 2021 leaving residents of the incorporated cities and the City of Lincoln with no PACE options.

In October 2022 the City Council of Roseville voted unanimously to approve CSCDA Open PACE to operate within the territory of that City. In late 2023, the County extended their commitment to ensure property owners in the unincorporated areas have equitable access to these improvements. Since that time the following organizations have approved PACE in their communities:

- Rocklin
- Unincorporated Placer County
- Sacramento
- Rancho Cordova

- Unincorporated Sacramento County
- Citrus Heights
- Elk Grove
- Folsom
- Galt
- Wheatland
- Unincorporated Yuba County

FISCAL IMPACT:
No direct fiscal impact. Adoption of the resolution and actions contained herein will not result ir any costs to the City. All costs of marketing, financial, and program administration are borne by the program administrators and covered with private capital.

ATTACHMENTS:
CDSA PACE Resolution, 2025.docx

RESOLUTION 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Lincoln (the "City"); and

WHEREAS, Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") authorizes the Authority to establish voluntary contractual assessment programs to finance or refinance renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments within counties and cities throughout the State of California that consent to the participation of properties within their respective territories and the issuance of bonds from time to time; and

WHEREAS, for the purpose of providing financing and refinancing for the Improvements, the Authority has established two CSCDA Open PACE Programs (the "Programs"): (i) the CaliforniaFIRST Program and (ii) the CSCDA Open PACE Program; and

WHEREAS, the Authority has designated multiple third-party program administrators to administer the Programs; the current program administrators are the Counterpointe Energy Solutions II (CA) LLC, PACE Funding Group LLC dba Home Run Financing, Renew Financial Group LLC, Fortifi, Nuveen Green Capital, White Oak Advisors, Stonehill PACE, LLC, Lord Cap PACE, Green PACE Capital, PACE Loan Group and Petros PACE Finance, Castle Green Finance, Bayview PACE, Green Rock Healthcare Capital, Citizens Business Bank and the Authority will notify the City of any additions or changes; and

WHEREAS, the Authority may also administer certain projects itself, working directly with third-party capital providers; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Program within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Council from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: City Manager and his/her designee.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

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

_____
Holly Andreatta, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 9.C

SUBJECT: Execute Construction Contract and Construction Management and Inspection Services Contract for Community Center Park Phase 1 Capital Improvement Project (CIP) 637. (Araceli Cazarez)

SUBMITTED BY: Araceli Cazarez

DEPARTMENT: Engineering

DATE: August 26, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution (1) allocating $674,244 from the unencumbered balance of Fund 2460 to Community Center Park Phase 1 (CIP 637), (2) authorizing the City Manager to execute a contract for construction with Imagecon, Inc. in the amount of $2,178,080 for the construction of the Community Center Park Phase 1 Capital Improvement Project (CIP) 637 and authorizing the City Engineer to approve change orders not to exceed $217,808, and (3) authorizing the City Manager to execute a contract with Coastland Civil Engineering for construction management and inspection services in the amount of $330,990.

BACKGROUND/INTRODUCTION:

The Fiscal Year 2023/25 Capital Improvement budget includes funds to master plan, design and construct a phase of the 4-acre park site within the City of Lincoln adjacent to the Lincoln Community Center. The Community Center Park is bounded by a vacant parcel to the north (3rd Street), Joiner Parkway to the east, 1st Street to the south and the Community Center and an elementary school to the west.

Schimdt Design Group prepared the master plan for Community Center Park which will be constructed in multiple phases. Phase 1 of the project includes grading of approximately 1.1-acres of the site and would leave the rest of the site undeveloped at this time. Phase 1 will include construction of a skatepark with respective fencing, walkways, and installation of underground utilities including storm drain, water, and pathway lighting.

On June 24, 2025, Schmidt completed the plans and technical specifications. City Staff published the invitation for bids in the Lincoln New Messenger, PlanetBids and the City website beginning on July 3, 2025.

FINDINGS/ANALYSIS:

Bids were received by the City Clerk at 2:00 P.M. on August 6, 2025. Responsive bid

proposals were received from five (5) contractors and are included in Attachment B.

Contractor	Base Bid Amount
Imagecon, Inc.	$2,178,080
Abide Builders, Inc.	$2,516,484
McGuire and Hester	$2,988,000
JPB Designs, Inc.	$3,140,990
Frontline General Engineering Const. Inc.	$2,725,192

Staff has reviewed the bids and recommends the City award a construction contract (Attachment A) to the lowest responsive and responsible bidder, Imagecon, Inc., in the amount of $2,178,080 for the Base Bid. The construction contingency has been set to approximately 10%.

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

- Award Contract for Construction: August 2025
- Issue Notice to Proceed: September 2025
- Begin Construction: September/October 2025
- End Construction: August 2026

ENVIRONMENTAL REVIEW:

In accordance with CEQA, an Initial Study/Mitigated Negative Declaration has been prepared that evaluated the environmental effects of the proposed project. Based on the project's IS/MND, it has been determined that with the incorporation of the proposed mitigation measures, the project could not have a significant effect on the environment. Therefore, preparation of a Mitigated Negative Declaration is the appropriate level of documentation to satisfy the CEQA requirements.

FISCAL IMPACT:

Budgeted
CIP 637 Community Center Park

Fund 2460 – Fiscal Year 23/24	$ 550,000
Fund 2460 – Fiscal Year 24/25	$2,200,000
Total	$2,750,000

Project Encumbrances
Fund 2460

Schmidt Design Group - Design	$ 508,884
PCCP Environmental Review	$ 141

Available Project Budget $2,240,975

The City has applied for $274,423 in Placer County Park Funding specifically for this project

Remaining Budget Needed
Fund 2460

Imagecon, Inc. – Construction	$2,178,080
Construction Management/Inspection	$ 330,990
Contingency (10%)	$ 217,808

PCCP In-lieu Fee**	$ 185,322
CDFW CEQA Filing Fee (IS/MND)	$ 3,019
Total	$2,915,219

Budget Needed
Fund 2460 $674,244
If successful in obtaining $274,423 from Placer County, then the additional funds needed reduces to $399,821.

Budget needed includes the PCCP in-lieu fee; however, City staff believes and are confirming mitigation has already been paid and accounted for when the property was transferred from the School District to the City. If this is the case, then the actual funds needed reduces to $214,499.

ATTACHMENTS:
Community Center Park - Resolution, 2025-Attachment.docx

Community Center Park Ph1 CIP637_Construction_Contract. DOC2.Attachment A..pdf

Community Center Park Ph1 CIP637_BidResults.Attachment B..pdf

Community Center Park Ph1 CIP637_CM_Contract.Attachment C..pdf

RESOLUTION 2025-

A RESOLUTION AUTHORIZING (1) ALLOCATING $674,244 FROM THE UNENCUMBERED BALANCE OF FUND 2460 TO COMMUNITY CENTER PARK PHASE 1 (CIP 637), (2) AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR CONSTRUCTION WITH IMAGECON, INC. IN THE AMOUNT OF $2,178,080 FOR THE CONSTRUCTION OF THE COMMUNITY CENTER PARK PHASE 1 CAPITAL IMPROVEMENT PROJECT (CIP) 637 AND AUTHORIZING THE CITY ENGINEER TO APPROVE CHANGE ORDERS NOT TO EXCEED $217,808, AND (3) AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH COASTLAND CIVIL ENGINEERING FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES IN THE AMOUNT OF $330,990.

WHEREAS, The Capital Improvement Program (CIP) for FY 2023/25 includes CIP 637 – Community Center Park Phase 1; and

WHEREAS, Bid Documents were prepared, titled Community Center Park Phase 1 CIP 637; 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 Wednesday, August 6, 2025; and

WHEREAS, Imagecon, Inc. was determined to be the responsible bidder submitting the lowest responsive bid in the amount of $2,178,080; and

WHEREAS, Coastland Civil Engineering will be performing construction management and inspection services through the on-call professional services contract authorization; and

WHEREAS, a budget augmentation in the amount of $674,244 from the unencumbered balance of PFE Fund 2460 is necessary to provide funding for the project.

NOW THEREFORE BE IT RESOLVED:

The City Council of the City of Lincoln authorizes:

1. The allocation of $674,244 from the unencumbered balance of Fund 2460 to CIP 637 Community Center Park Phase 1.
2. The City Manager to execute a Contract for Construction with Imagecon, Inc. in the amount of $2,178,080, and authorize the City Engineer to approve change orders not to exceed $217,808.

3. The City Manager to execute a contract with Coastland Civil Engineering for construction and management and inspection services in the amount of $330,990.

PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

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

_____
Holly Andreatta, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

V. AGREEMENT

PERFORMANCE
&
PAYMENT BONDS

CITY OF LINCOLN

Agreement for the Construction of the

COMMUNITY CENTER PARK PHASE 1

THIS AGREEMENT, made and entered on, (DATE) _____, by and between the CITY OF LINCOLN, a municipal corporation, (hereinafter referred to as "City"), and Imagecon, Inc., a (California Corporation, Limited Liability Company, etc.).

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: *Community Center Park Phase 1*, 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 One hundred thirty (130) 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 Two million one hundred seventy eight thousand seventy nine Dollars and 36/100 ($2,178,079.36), 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:

_____
Signature

_____
Name

_____
Official Title

_____
Business Address

_____

_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that _____, 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)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Lincoln, State of California, has awarded to Imagecon, Inc. (hereinafter designated as "Principal") a contract for *Community Center Park Phase 1*; and

WHEREAS, said Principal is required under the terms of said contact to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Principal and as Surety, are held and firmly bound unto the City of Lincoln (hereinafter called "Owner"), in the sum of Two million one hundred seventy eight thousand seventy nine Dollars and 36/100 ($2,178,079.36), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

And said Surety for value received, thereby expressly acknowledges and agrees that no change, extension of time, forbearance or waiver, prepayment or delay in payment, alteration or addition to the terms of the Contract Documents, whether by virtue of the provisions for modifications contained therein or by separate agreement between the Contractor and the City of Lincoln, shall in any manner affect its obligations on this agreement, and said Surety hereby expressly waives notice of and consents to any such change, forbearance or waiver, extension of time, prepayment or delay in payment, alteration or addition. Said Surety hereby expressly acknowledges and agrees to be bound by the terms and conditions contained in the contract documents and any amendment and/or modifications thereto, and said contract documents, amendments and modifications are hereby incorporated in this performance bond as though fully set forth herein.

In the event suit is brought upon this bond by Owner and judgment is recovered, Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorneys' fees to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the _____ day of _____, 2025.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

PRINCIPAL

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SURETY

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond. A copy of such power of attorney shall be on file with the Lincoln City Clerk.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Lincoln, State of California, and Imagecon, Inc. (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services, and transportation, necessary, convenient, and proper to *Community Center Park Phase 1* which said agreement dated _____, and all of the Contract Documents attached to or forming a part of said agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of the work, to file a good and sufficient bond with the body which awards the contract, to secure claims to which reference is made in Chapter 7 of Title 15 of the Civil Code of California.

NOW, THEREFORE, said Principal and the undersigned _____, as corporate surety, are held and firmly bound unto the City of Lincoln, and unto all laborers, material, men, and other persons referred to in said statutes, in the sum of Two million one hundred seventy eight thousand seventy nine Dollars and 36/100 ($2,178,079.36), lawful money of the United States, for the payments of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal or any of his or its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all or either of them, shall fail to pay any of the persons named in Civil Code section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not to exceed the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorneys' fee to be fixed by the Court.

This bond shall inure to the benefit of any of the persons named in Civil Code section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue and effect.

And said Surety for value received, hereby expressly acknowledges and agrees that no change, extension of time, forbearance or waiver, prepayment or delay in payment, alteration or addition to the terms of the Contract Documents, whether by virtue of the provisions for modifications contained therein or by separate agreement between the Contractor and the City

of Lincoln, shall in any manner affect its obligations on this agreement, and said Surety hereby expressly waives notice of and consents to any such change, forbearance or waiver, extension of time, prepayment or delay in payment, alteration or addition.

Death of Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2025.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Principal

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Surety

_____

_____

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond. A copy of such power of attorney shall be on file with the Lincoln City Clerk.

CITY OF LINCOLN
COMMUNITY CENTER PARK PHASE 1 – CIP 637
BID OPENING RESULTS

August 6, 2025; 2:00 PM

Contractor	Base Bid
McGuire and Hester	$2,988,000.00
Imagecon, Inc	$2,173,979.50
Abide Builders, Inc	$2,516,484.00
JPB Designs, Inc	$3,140,990.00
Frontline General Engineering Construction	$2,725,191.72

Jonnelyn Espartero 8/6/2025

Jonnelyn Espartero Date

Engineer's Estimate - $2,300,000

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

Community Center Park Phase 1
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Community Center Park Phase 1* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) #1, #2, #3, 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

Item No.	Final Pay	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1		Remove storm water manhole, 6'	1	EA	$ 2,500.00	$ 2,500.00
2		Demolish storm drain pipe	255	LF	$ 10.00	$ 2,550.00
3		Remove Concrete Paving - 5" Max, with Rebar	200	SF	$ 5.00	$ 1,000.00
4		Imported Engineering Fill	850	CY	$ 120.00	$ 102,000.00
5		Earthwork, Cut & Fill-Volume	1,121	CY	$ 40.00	$ 44,840.00
6		Over-Excavation (Exported Soil)	575	CY	$ 65.00	$ 37,375.00
7		Clearing & Grubbing	38,000	SF	$ 1.00	$ 38,000.00
8		Connect to existing storm drain pipe	2	EA	$ 2,500.00	$ 5,000.00
9		Connect to existing storm drain inlet	2	EA	$ 2,500.00	$ 5,000.00
10		Energy dissipator	3	EA	$ 1,500.00	$ 4,500.00
11		Install 6" PVC Drain Pipe w/ cleanouts	575	LF	$ 65.00	$ 37,375.00
12		Install 8" PVC Drain Pipe w/ cleanouts	30	LF	$ 75.00	$ 2,250.00
13		Install 10" PVC Drain Pipe	333	LF	$ 85.00	$ 28,305.00
14		Install 24" RCP (Class III)	94	LF	$ 100.00	$ 9,400.00
15		Install overflow structure 12" x 12" Drain inlet	1	EA	$ 2,500.00	$ 2,500.00
16		Install overflow structure 36" x 36" Drain inlet	2	EA	$ 2,500.00	$ 5,000.00
17		Install area drains	17	EA	$ 250.00	$ 4,250.00
18		48" storm drain manhole	1	EA	$ 3,000.00	$ 3,000.00
19		60" storm drain manhole with open grate	1	EA	$ 5,000.00	$ 5,000.00
20		60" storm drain manhole	2	EA	$ 5,000.00	$ 10,000.00
21		Stormdrain lift station - pump system	1	EA	$ 40,000.00	$ 40,000.00
22		Stormdrain lift station - manhole/conc box	1	EA	$ 10,000.00	$ 10,000.00
23		3/4" Aggregate Base - Manhole	1	CY	$ 1,200.00	$ 1,200.00
24		Water Line for drinking fountain	332	LF	$ 25.00	$ 8,300.00
25		1/2" Gate Valve	1	EA	$ 150.00	$ 150.00
26		Connect into Existing - Cut in Tee	1	EA	$ 1,200.00	$ 1,200.00
27		Bioretention basin	1,822	SF	$ 15.00	$ 27,330.00
28		Swale	590	LF	$ 30.00	$ 17,700.00
29		Concrete Paving	6,600	SQ	$ 10.00	$ 66,000.00
30		42"H Railing	110	LF	$ 140.00	$ 15,400.00
31		4'H Decorative Steel Fence	505	LF	$ 135.00	$ 68,175.00
32		Poured-in-place Concrete Seatwalls	40	LF	$ 120.00	$ 4,800.00

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
      e. Documentation of Project Experience (Specification Section 00 45 13)
         i. Skatepark Contractor (or Subcontractor) prequalification statement
         ii. Skatepark Contractor (or Subcontractor) information
         iii. Current skatepark project experience
         iv. Past skatepark project experience
         v. All attachments requested

   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.

Abide Builders, Inc.

825 Riverside Pkwy, STE 120

West Sacramento, CA 95605

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

Community Center Park Phase 1
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Community Center Park Phase 1* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) Frontline General Engineering Construction, Inc, 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

Item No.	Final Pay	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1		Remove storm water manhole, 6'	1	EA	$5,006.60	$5,006.60
2		Demolish storm drain pipe	255	LF	$38.32	$9,771.60
3		Remove Concrete Paving - 5" Max, with Rebar	200	SF	$11.67	$2,334.00
4		Imported Engineering Fill	850	CY	$79.84	$67,864.00
5		Earthwork, Cut & Fill-Volume	1,121	CY	$49.33	$55,298.93
6		Over-Excavation (Exported Soil)	575	CY	$90.51	$52,043.25
7		Clearing & Grubbing	38,000	SF	$0.62	$23,560.00
8		Connect to existing storm drain pipe	2	EA	$2,724.00	$5,448.00
9		Connect to existing storm drain inlet	2	EA	$2,916.00	$5,832.00
10		Energy dissipator	3	EA	$2,853.18	$8,559.54
11		Install 6" PVC Drain Pipe w/ cleanouts	575	LF	$127.51	$73,318.25
12		Install 8" PVC Drain Pipe w/ cleanouts	30	LF	$137.16	$4,114.80
13		Install 10" PVC Drain Pipe	333	LF	$99.29	$33,063.57
14		Install 24" RCP (Class III)	94	LF	$363.36	$34,155.84
15		Install overflow structure 12" x 12" Drain inlet	1	EA	$5,056.52	$5,056.52
16		Install overflow structure 36" x 36" Drain inlet	2	EA	$4,997.85	$9,995.70
17		Install area drains	17	EA	$1,834.79	$31,191.43
18		48" storm drain manhole	1	EA	$14,222.05	$28,444.10
19		60" storm drain manhole with open grate	1	EA	$26,730.64	$26,730.64
20		60" storm drain manhole	2	EA	$41,827.22	$41,827.22
21		Stormdrain lift station - pump system	1	EA	$37,023.38	$37,023.38
22		Stormdrain lift station - manhole/conc box	1	EA	$40,269.67	$40,269.67
23		3/4" Aggregate Base - Manhole	1	CY	$1,749.59	$1,749.59
24		Water Line for drinking fountain	332	LF	$61.12	$20,291.84
25		1/2" Gate Valve	1	EA	$1,833.46	$1,833.46
26		Connect into Existing - Cut in Tee	1	EA	$1,821.85	$1,821.85
27		Bioretention basin	1,822	SF	$18.81	$34,271.82
28		Swale	590	LF	$13.22	$7,799.80
29		Concrete Paving	6,600	SQ	$11.74	$77,484.00
30		42"H Railing	110	LF	$169.18	$18,609.80
31		4'H Decorative Steel Fence	505	LF	$165.68	$83,668.40
32		Poured-in-place Concrete Seatwalls	40	LF	$622.52	$24,900.80

33		Drinking Fountain & Deep Well	1	EA	$18,743.40	$18,743.40
34		Trash and Recycling Receptacle	2	EA	$1,589.02	$3,178.04
35		Picnic Table (QCP)	1	EA	$2,652.64	$2,652.64
36		Picnic Table ADA (QCP)	1	EA	$2,685.90	$2,685.90
37		Lighting and Electrical	1	LS	$162,408.29	$162,408.29
38		Irrigation Repair @ Turf	260	SF	$24.65	$6,409.00
39		Irrigation @ Shrub Areas	2,572	SF	$6.83	$17,566.76
40		Tree Bubblers	36	SF	$305.78	$11,008.08
41		Mainline	200	LF	$78.91	$15,782.00
42		Soil preparation / fine grading	11,000	SF	$0.70	$7,700.00
43		Mulch	11,000	SF	$0.77	$8,470.00
44		Turf Repair	260	SF	$6.37	$1,656.20
45		Shrub Planting	2,572	SF	$5.45	$14,017.40
46		24" Box Trees	11	EA	$599.01	$6,589.11
47		Root Barrier	560	LF	$16.75	$9,380.00
48		Skate Park (16,425)	1	LS	$83.37	$1,369,352.25
49		Site Maintenance/SWPPP/BMPs/Erosion Control	1	LS	$27,206.05	$27,206.05
50		Traffic Control Signs and Channelizers	1	LS	$11,776.90	$11,776.90
51		90 Day Landscape Maintenance	1	LS	$11,750.40	$11,750.40
52		Mobilization	1	LS	$181,793.17	$181,793.17

Base Bid Total: $ 2,725,191.72

Two million, seven hundred twenty-five thousand, one hundred ninety-one dollars and seventy-two cents.

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
      e. Documentation of Project Experience (Specification Section 00 45 13)
         i. Skatepark Contractor (or Subcontractor) prequalification statement
         ii. Skatepark Contractor (or Subcontractor) information
         iii. Current skatepark project experience
         iv. Past skatepark project experience
         v. All attachments requested

   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.

Frontline General Engineering Construction, Inc

16440 Ashland Ave

San Lorenzo, CA 94580

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

Community Center Park Phase 1
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Community Center Park Phase 1* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1-3, 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

Item No.	Final Pay	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1		Remove storm water manhole, 6'	1	EA	42,286.00	42,286.00
2		Demolish storm drain pipe	255	LF	195.00	49,725.00
3		Remove Concrete Paving - 5" Max, with Rebar	200	SF	21.00	4200.00
4		Imported Engineering Fill	850	CY	103.00	87550.00
5		Earthwork, Cut & Fill-Volume	1,121	CY	18.90	21186.90
6		Over-Excavation (Exported Soil)	575	CY	163.00	93725.00
7		Clearing & Grubbing	38,000	SF	.14	5,320.00
8		Connect to existing storm drain pipe	2	EA	2,706.00	5412.00
9		Connect to existing storm drain inlet	2	EA	54.13	10826.00
10		Energy dissipator	3	EA	3789.00	11,367.00
11		Install 6" PVC Drain Pipe w/ cleanouts	575	LF	52.00	29900.00
12		Install 8" PVC Drain Pipe w/ cleanouts	30	LF	60.00	1800.00
13		Install 10" PVC Drain Pipe	333	LF	77.00	25641.00
14		Install 24" RCP (Class III)	94	LF	135.00	12,690.00
15		Install overflow structure 12" x 12" Drain inlet	1	EA	5781.00	5781.00
16		Install overflow structure 36" x 36" Drain inlet	2	EA	5413.00	10826.00
17		Install area drains	17	EA	223.00	3,791.00
18		48" storm drain manhole	1	EA	5781.00	5781.00
19		60" storm drain manhole with open grate	1	EA	16,617.00	16,617.00
20		60" storm drain manhole	2	EA	3789.00	3789.00
21		Stormdrain lift station - pump system	1	EA	27415.00	27415.00
22		Stormdrain lift station - manhole/conc box	1	EA	8119.00	8119.00
23		3/4" Aggregate Base - Manhole	1	CY	129.00	2.00
24		Water Line for drinking fountain	332	LF	8.70	2888.40
25		1/2" Gate Valve	1	EA	1516.00	1516.00
26		Connect into Existing - Cut in Tee	1	EA	3063.00	3063.00
27		Bioretention basin	1,822	SF	28.00	51,016.00
28		Swale	590	LF	10.10	5959.00
29		Concrete Paving	6,600	SQ	16.10	106,260.00
30		42"H Railing	110	LF	141.00	15510.00
31		4'H Decorative Steel Fence	505	LF	139.00	70195.00
32		Poured-in-place Concrete Seatwalls	40	LF	437.00	17,480.00

33		Drinking Fountain & Deep Well	1	EA	13,082.00	13,082.00
34		Trash and Recycling Receptacle	2	EA	1543.00	3086.00
35		Picnic Table (QCP)	1	EA	2667.00	2667.00
36		Picnic Table ADA (QCP)	1	EA	2797.00	2797.00
37		Lighting and Electrical	1	LS	83209.00	83,209.00
38		Irrigation Repair @ Turf	260	SF	27.00	7,020.00
39		Irrigation @ Shrub Areas	2,572	SF	4.75	12,217.00
40		Tree Bubblers	36	SF	119.00	4284.00
41		Mainline	200	LF	65.00	13,000.00
42		Soil preparation / fine grading	11,000	SF	.35	3850.00
43		Mulch	11,000	SF	1.45	15,950.00
44		Turf Repair	260	SF	7.60	1976.00
45		Shrub Planting	2,572	SF	5.60	14,403.20
46		24" Box Trees	11	EA	441.00	4851.00
47		Root Barrier	560	LF	11.91	6664.00
48		Skate Park (16,425)	1	LS	1,222,041.00	1,222,041.00
49		Site Maintenance/SWPPP/BMPs/Erosion Control	1	LS	1752.00	1752.00
50		Traffic Control Signs and Channelizers	1	LS	4438.00	4438.00
51		90 Day Landscape Maintenance	1	LS	9931.00	9931.00
52		Mobilization	1	LS	20.00	20.00

Base Bid Total: $ 2,173,979.50

Two Million One Hudred Seventy Three Thousand Nine Hundred Seventy Nine Dollars and Fifty Cents

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
      e. Documentation of Project Experience (Specification Section 00 45 13)
         i. Skatepark Contractor (or Subcontractor) prequalification statement
         ii. Skatepark Contractor (or Subcontractor) information
         iii. Current skatepark project experience
         iv. Past skatepark project experience
         v. All attachments requested

   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.

Imagecon, Inc.

8911 River Road

Sacramento, CA 95832

Community Center Park Phase 1
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Community Center Park Phase 1* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) #1 , #2 , #3 , 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

Item No.	Final Pay	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1		Remove storm water manhole, 6'	1	EA	$ 4,000.00	$ 4,000.00
2		Demolish storm drain pipe	255	LF	$ 50.00	$ 12,750.00
3		Remove Concrete Paving - 5" Max, with Rebar	200	SF	$ 5.00	$ 1,000.00
4		Imported Engineering Fill	850	CY	$ 50.00	$ 42,500.00
5		Earthwork, Cut & Fill-Volume	1,121	CY	$ 45.00	$ 50,445.00
6		Over-Excavation (Exported Soil)	575	CY	$ 40.00	$ 23,000.00
7		Clearing & Grubbing	38,000	SF	$ 2.50	$ 95,000.00
8		Connect to existing storm drain pipe	2	EA	$ 2,000.00	$ 4,000.00
9		Connect to existing storm drain inlet	2	EA	$ 1,800.00	$ 3,600.00
10		Energy dissipator	3	EA	$ 2,200.00	$ 6,600.00
11		Install 6" PVC Drain Pipe w/ cleanouts	575	LF	$ 300.00	$ 172,500.00
12		Install 8" PVC Drain Pipe w/ cleanouts	30	LF	$ 350.00	$ 10,500.00
13		Install 10" PVC Drain Pipe	333	LF	$ 320.00	$ 106,560.00
14		Install 24" RCP (Class III)	94	LF	$ 450.00	$ 42,300.00
15		Install overflow structure 12" x 12" Drain inlet	1	EA	$ 3,000.00	$ 3,000.00
16		Install overflow structure 36" x 36" Drain inlet	2	EA	$ 7,000.00	$ 14,000.00
17		Install area drains	17	EA	$ 2,500.00	$ 42,500.00
18		48" storm drain manhole	2	EA	$ 21,000.00	$ 42,000.00
19		48" storm drain manhole with open grate	1	EA	$ 25,000.00	$ 25,000.00
20		72" storm drain manhole	1	EA	$ 25,000.00	$ 25,000.00
21		Stormdrain lift station - pump system	1	EA	$ 55,000.00	$ 55,000.00
22		Stormdrain lift station - manhole/conc box	1	EA	$ 42,000.00	$ 42,000.00
23		3/4" Aggregate Base - Manhole	1	CY	$ 2,000.00	$ 2,000.00
24		Water Line for drinking fountain	332	LF	$ 180.00	$ 59,760.00
25		1/2" Gate Valve	1	EA	$ 2,500.00	$ 2,500.00
26		Connect into Existing - Cut in Tee	1	EA	$ 2,000.00	$ 2,000.00
27		Bioretention basin	1,822	SF	$ 18.00	$ 32,796.00
28		Swale	590	LF	$ 55.00	$ 32,450.00
29		Concrete Paving	6,600	SQ	$ 33.00	$ 217,800.00
30		42"H Railing	110	LF	$ 250.00	$ 27,500.00
31		4'H Decorative Steel Fence	505	LF	$ 190.00	$ 95,950.00
32		Poured-in-place Concrete Seatwalls	40	LF	$ 250.00	$ 10,000.00
33		Drinking Fountain & Deep Well	1	EA	$ 20,000.00	$ 20,000.00
34		Trash and Recycling Receptacle	2	EA	$ 3,500.00	$ 7,000.00
35		Picnic Table (QCP)	1	EA	$ 4,000.00	$ 4,000.00
36		Picnic Table ADA (QCP)	1	EA	$ 4,000.00	$ 4,000.00
37		Lighting and Electrical	1	LS	$ 100,000.00	$ 100,000.00
38		Irrigation Repair @ Turf	260	SF	$ 5.00	$ 1,300.00
39		Irrigation @ Shrub Areas	2,572	SF	$ 4.00	$ 10,288.00
40		Tree Bubblers	36	SF	$ 250.00	$ 9,000.00
41		Mainline	200	LF	$ 180.00	$ 36,000.00
42		Soil preparation / fine grading	11,000	SF	$ 1.00	$ 11,000.00
43		Mulch	11,000	SF	$ 1.00	$ 11,000.00
44		Turf Repair	260	SF	$ 6.00	$ 1,560.00
45		Shrub Planting	2,572	SF	$ 8.00	$ 20,576.00
46		24" Box Trees	11	EA	$ 780.00	$ 8,580.00
47		Root Barrier	560	LF	$ 30.00	$ 16,800.00
48		Skate Park	16,425	LS	$ 75.00	$ 1,231,875.00
49		Site Maintenance/SWPPP/BMPs/Erosion Control	1	LS	$ 10,000.00	$ 10,000.00
50		Traffic Control Signs and Channelizers	1	LS	$ 20,000.00	$ 20,000.00
51		90 Day Landscape Maintenance	1	LS	$ 12,000.00	$ 12,000.00
52		Mobilization	1	LS	$ 300,000.00	$ 300,000.00
						$ 3,140,990.00

Base Bid Total: $ 3,140,990.00

Three million, one hundred and forty thousand nine hundred ninty dollars — 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
      e. Documentation of Project Experience (Specification Section 00 45 13)
         i. Skatepark Contractor (or Subcontractor) prequalification statement
         ii. Skatepark Contractor (or Subcontractor) information
         iii. Current skatepark project experience
         iv. Past skatepark project experience
         v. All attachments requested

   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.

JPB Designs Inc.

5650 Main Ave Suite 2 Orangevale, CA 95662

Community Center Park Phase 1
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Community Center Park Phase 1* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) ONE, TWO, THREE, 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)

2

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

Item No.	Final Pay	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1		Remove storm water manhole, 6'	1	EA	2,500-	2,500-
2		Demolish storm drain pipe	255	LF	63-	16,065-
3		Remove Concrete Paving - 5" Max, with Rebar	200	SF	8-	1,600-
4		Imported Engineering Fill	850	CY	75-	63,750-
5		Earthwork, Cut & Fill-Volume	1,121	CY	50-	56,050-
6		Over-Excavation (Exported Soil)	575	CY	50-	28,750-
7		Clearing & Grubbing	38,000	SF	0.90	34,200-
8		Connect to existing storm drain pipe	2	EA	6,400-	12,800-
9		Connect to existing storm drain inlet	2	EA	6,400-	12,800-
10		Energy dissipator	3	EA	400-	1,200-
11		Install 6" PVC Drain Pipe w/ cleanouts	575	LF	186-	106,950-
12		Install 8" PVC Drain Pipe w/ cleanouts	30	LF	181-	5,430-
13		Install 10" PVC Drain Pipe	333	LF	196-	65,268-
14		Install 24" RCP (Class III)	94	LF	360-	33,840-
15		Install overflow structure 12" x 12" Drain inlet	1	EA	6,200-	6,200-
16		Install overflow structure 36" x 36" Drain inlet	2	EA	4,500-	9,000-
17		Install area drains	17	EA	1,000-	17,000-
18		48" storm drain manhole	1	EA	20,500-	20,500-
19		60" storm drain manhole with open grate	1	EA	23,400-	23,400-
20		60" storm drain manhole	2	EA	23,400-	46,800-
21		Stormdrain lift station - pump system	1	EA	50,600-	50,600-
22		Stormdrain lift station - manhole/conc box	1	EA	61,500-	61,500-
23		3/4" Aggregate Base - Manhole	1	CY	70-	70-
24		Water Line for drinking fountain	332	LF	87-	28,884-
25		1/2" Gate Valve	1	EA	700-	700-
26		Connect into Existing - Cut in Tee	1	EA	2,200-	2,200-
27		Bioretention basin	1,822	SF	19-	34,618-
28		Swale	590	LF	11-	6,490-
29		Concrete Paving	6,600	SQ	22-	145,200-
30		42"H Railing	110	LF	640-	70,400-
31		4'H Decorative Steel Fence	505	LF	835-	421,675-
32		Poured-in-place Concrete Seatwalls	40	LF	660-	26,400-

33		Drinking Fountain & Deep Well	1	EA	13,500-	13,500-
34		Trash and Recycling Receptacle	2	EA	1,250-	2,500-
35		Picnic Table (QCP)	1	EA	5,000-	5,000-
36		Picnic Table ADA (QCP)	1	EA	5,100-	5,100-
37		Lighting and Electrical	1	LS	140,000-	140,000-
38		Irrigation Repair @ Turf	260	SF	8-	2,080-
39		Irrigation @ Shrub Areas	2,572	SF	6-	15,432-
40		Tree Bubblers	36	SF	40-	1,440-
41		Mainline	200	LF	225-	45,000-
42		Soil preparation / fine grading	11,000	SF	0.35	3,850-
43		Mulch	11,000	SF	0.50	5,500-
44		Turf Repair	260	SF	4-	1,040-
45		Shrub Planting	2,572	SF	5-	12,860-
46		24" Box Trees	11	EA	850-	9,350-
47		Root Barrier	560	LF	21-	11,760-
48		Skate Park (16,425)	1	LS	1,170,000-	1,170,000-
49		Site Maintenance/SWPPP/BMPs/Erosion Control	1	LS	25,300-	25,300-
50		Traffic Control Signs and Channelizers	1	LS	14,000-	14,000-
51		90 Day Landscape Maintenance	1	LS	9,000-	9,000-
52		Mobilization	1	LS	82,448-	82,448-

Base Bid Total: $2,988,000-

TWO MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Bruce W. Daseking, Vice President
McGuire and Hester

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
      e. Documentation of Project Experience (Specification Section 00 45 13)
         i. Skatepark Contractor (or Subcontractor) prequalification statement
         ii. Skatepark Contractor (or Subcontractor) information
         iii. Current skatepark project experience
         iv. Past skatepark project experience
         v. All attachments requested

   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.

McGuire and Hester

1016 North Market Blvd., #20

Sacramento, CA 95834

Engineering Department
On-Call Contract for Professional Services
Consultant: Coastland Civil Engineering
Project Name: Community Center Park Phase 1
Task Order

Date Requested: August 7, 2025
Contract#: _____

This Task Order, authorized through the On-Call Contract by and between the City of Lincoln ("CITY"), and Coastland Civil Engineering. ("CONSULTANT"), was approved on June 28, 2022, per Resolution No. 2022-158. This Task Order is being requested for the following services (see attachment for the full detailed scope of work).

1. ***Sub-task 1:*** Construction Management (CM) and Inspection services for the Community Center Park Phase 1 project. This task order will provide funding to support the required construction management and inspection services needed to complete the project.

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

Project Budget –

Project Budget: $ 330,990.00

Account Code(s): CIP637-805-80070

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: 08/19/2025

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

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

Approved by:
Coastland Civil Engineering

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

This Task Order Amendment is executed this ____ day of _____, 2025.

COASTLAND | DCCM

August 4, 2025

Araceli Cazarez
Engineering Manager
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Re: Community Center Skate Park, CIP 637 - Construction Management and Inspection

Dear Araceli,

In response to your request, please accept this letter proposal for providing construction management and inspection services for the subject project.

PROJECT UNDERSTANDING

The Community Center Skate Park, CIP 637 builds a new concrete skatepark fronting Joiner Parkway for skateboarding and biking. It also includes new walkways, lighting, landscaping, and improvements to drainage and irrigation. The anticipated project duration is 130 working days.

SCOPE OF WORK

CONSTRUCTION MANAGEMENT & INSPECTION

Coastland | DCCM's overall approach to performing Construction Management focuses on teaming with City staff to produce a high-quality, cost-effective project. Our Construction Manager will keep the City informed regarding costs, changes, public relations and construction progress. We will coordinate closely with the City and the property owners for the entire project duration. From the onset of the project, we will establish the lines of communication and decision-making roles with all project stakeholders. Coastland | DCCM's team includes subconsultants Geocon Consultants, Inc. to provide geotechnical and materials testing services, and Silveira Consulting, Inc. to provide labor compliance services. Based on our understanding of the project our scope of services is as follows:

PRE-CONSTRUCTION MEETING

Immediately following the Notice to Proceed, our Construction Manager will schedule and administer the pre-construction meeting. During this meeting we will establish lines of communication and decision-making roles with all project stakeholders. We will also discuss safety requirements, responsibilities of the project team members, working hours, quality control procedures, submittal requirements, project schedule, change order and potential claim procedures, and safety procedures.

Coastland | DCCM will be responsible for generating pre-construction meeting invitations including the meeting agenda. Agenda items include lines of communication, public relations, safety, submittals, change procedures, payments, progress schedules, contract time, requests for information, and other applicable items. Coastland will prepare and distribute meeting minutes to all parties.

Following the pre-construction meeting, Coastland | DCCM will continue to work with the City team, contractor, environmental consultant and the project's design team to ensure that all project issues are addressed promptly and that the City's best interests are considered at all times.

PRE-CONSTRUCTION SITE VISIT AND DOCUMENTATION

Coastland | DCCM will work with the City's Inspector to take pre-construction digital photos of the construction site with special attention given to sensitive areas including any City facilities and private residences adjacent to the project. Documenting the site prior to construction will help mitigate possible disputes between the City, contractor and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

PROJECT START-UP

Coastland | DCCM will assemble project files in accordance with the City's standard format. Coastland | DCCM utilizes a centralized system for document control to create, store, organize, track, and link all project information. Our digital recordkeeping will ensure the constant flow of documentation to a form that quickly and easily identifies trends and critical issues, which helps to keep the project moving while documenting the work.

DAILY FIELD INSPECTIONS AND DOCUMENTATION

A critical aspect of our services is maintaining close communication with City staff to ensure scheduling goals are met. To help maintain close communication, Coastland | DCCM's inspector will be accessible to the City at all times at the project site and through the use of email and cellular phones. Coastland | DCCM's on-site inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, City standards and the established schedule.

We will ensure records are maintained and documentation is provided for the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. We will also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials.

Coastland | DCCM will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on compact discs and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next and will be submitted to the City at the close of the project.

Coastland | DCCM will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. Coastland | DCCM will immediately report any deviation from the approved contract documents.

Our inspector will identify actual and potential problems and provide solutions. We will maintain daily documentation and resolve issues by proposing field changes and avoid any delays.

Our inspector will review the Contractor's traffic control plan to make certain that access is maintained during construction.

In summary, our Inspector's responsibilities include:

- Represent the City in ensuring that the terms of the construction contract are followed throughout the term of the project.
- Participate in regular meetings called by the Construction Manager.
- Protect the interest of the City.
- Daily inspection of the contractor's work for conformance to the contract documents, codes, regulations and City standards.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to City requests.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Distribute notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Respond to calls from the public promptly and log any complaints in a timely manner.
- Work overtime as needed to assure presence on site during all construction activities.
- Document and maintain complete field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

PROGRESS MEETINGS

Coastland |DCCM will conduct weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, contractor's questions, public relations, safety and other concerns that are identified by a project team member. We will work to foster honest, open communication at these weekly meetings, which will help in the timely resolution of any disputes and/or potential claims.

STATUS REPORTS AND DOCUMENTATION

Reports

Complete and accurate record keeping will be an essential component of this project. We will ensure project documents and certified payroll are complete and that correct sub-contractors are used. We will keep the City informed and document all construction issues with the following:

- Weekly Statement of Working Days
- Progress Meeting Minutes
- Field Directive Log
- Change order tracking
- Regular phone calls and e-mails

Submittal Management

Coastland | DCCM will coordinate all submittals and monitor the status of the submittals to assure the contractor provides timely response. At the pre-construction conference, we will provide the contractor with a log of all required submittals and due dates. Submittals will be stamped, logged and distributed to the designer for complete review and approval. Submittals will be filed numerically, and approved copies will be distributed to the City, project members, and the contractor.

Requests for Information (RFI)

Coastland | DCCM will receive and log all Requests for Information (RFIs) from the contractor and forward the RFI to the designer. Coastland | DCCM will track the status of all RFIs by generating a weekly RFI log that lists the "Ball-in-court" status, description, and if an RFI results in a potential change order.

Change Order Management

In the event that a change order is required, Coastland | DCCM will negotiate the changes with the contractor and prepare documentation. All changes will be approved by the contractor, Coastland | DCCM and the City prior to starting work on the change. With the City's approval, Coastland | DCCM can negotiate with the contractor to produce the best construction method for the change at the lowest cost. If a change order requires input from the design engineer, our Construction Manager will coordinate with them to ensure it is reviewed. A Change Order Log will be created that will show Change Order number, description, status, approved date, start and completion dates and cost.

PROJECT CLOSEOUT

Coastland | DCCM will verify completion of punch list items, issue notice of completion, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness, prepare and recommend final payment, and transmit all construction documentation to the City. At the completion of the project, we will provide the City with the following:

- All contract files and records (hard & electronic files)
- Annotated journal of photos and CD of digital photos
- As-built project schedule

OPTIONAL TASKS

If requested by the City, conflict resolution and claim management can be added under an amendment on a Time and Materials basis.

SCHEDULE

The anticipated schedule for construction is shown in Table 1 below.

Table 1. Anticipated Schedule	
Milestone	**Date**
Bids Received	August 6th 2025
Notice to Proceed	Late Summer 2025
Construction complete	Spring 2026

ESTIMATED COST

Role	Name	Hourly Rate	Hours	Total
Construction Manager	**Holli Tripp**	**$ 205**	**250**	**$51,250**
Resident Engineer	**Travis Williams**	**$ 235**	**20**	**$4,700**
Construction Inspector	**Tony Thomson**	**$ 195**	**1064**	**$207,480**
Inspector Vehicle		**$ 15**	**1064**	**$15,960**
Material Testing	**Blackburn Consulting**			**$37,000**
Labor Compliance	**Next Level Compliance**			**$14,600**
			Total Anticipated Costs NTE	**$330,990**

The amount quoted is assuming that all the work for this project will fall under the scope of work as described above. There are no anticipated overtime hours included in the estimate above. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our schedule of hourly rates.

We appreciate the opportunity the City of Lincoln has provided us with this project and these services. Please let us know if you have any questions. We look forward to working with the City to complete this important project.

Regards,
COASTLAND CIVIL ENGINEERING, LLP



Travis Williams, PE
Principal | *CEO*

STAFF REPORT

Item Number 9.D

SUBJECT: Foskett Pump Track Discussion. (Sean Scully)

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: August 26, 2025

STAFF RECOMMENDATION:

The purpose of this item is to share the generalities of the proposal in a presentation format for the Council to receive some generalized feedback with formal depiction making to follow at a future meeting.

BACKGROUND/INTRODUCTION:

Coty staff have been collaborating with the Lincoln Bike and Skate Association on various matters for a number of years. More recently Lincoln Bike and Skate Association have proposed an innovative partnership to construct and manage a BMX pump track facility at Foskett regional park.