CITY OF LINCOLN
2025 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY
August 12, 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_BuE0s3EcQD-zsbFvqlr9eQ
or participate by calling US: +1 (669) 900-6833
use ID #867 6709 0429
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.

GENERAL SESSION - 6:00pm

INSPIRATION OR INVOCATION

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. AGENDA MODIFICATIONS

5. PRESENTATIONS

5.A Badge Pinning and Oath of Office to Newly Appointed Fire Chief Anthony Mejia (Chief Matt Alves/Mayor Andreatta)

5.B Freedom Through Education Presentation

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 July 22, 2025 Regular City Council meeting. (Hope Ithurburn)

7.B Waive Second Reading and Adopt by Title only an Ordinance 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. (Mikaela Noble)

7.C Waive Second Reading and Adopt by Title Only an Ordinance Regulating the Operation of Food Trucks, and Further Finding the Ordinance is Exempt from Environmental Review under the California Environmental Quality Act ("CEQA"). (Kristine Mollenkopf)

7.D Adopt a Resolution (1) Authorizing 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. (Araceli Cazarez)

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). (Chris Nelson)

8. PUBLIC HEARINGS

8.A Waive First Reading and Introduce 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, and further finding the Ordinance is Exempt from further Environmental Review under the California Environmental Quality Act. (Mikaela Noble)

8.B Waive First Reading and Introduce by Title Only an Ordinance Authorizing the Levy of Special Taxes Within City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East), Adopt a Resolution Establishing City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) and Calling an Election Therein, Adopt a Resolution Determining Necessity to Incur Bonded Indebtedness for City of Lincoln Community Facilities District No.

2025-1 (Joiner Ranch East), and Adopt a Resolution Certifying Election Results. (Nita Wracker)

9. GENERAL BUSINESS

9.A Consideration of an Employment Agreement Amendment for the City Manager and City Attorney, Including Compensation and Benefits Adjustments. (Veronica Rodriguez)

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:	Badge Pinning and Oath of Office to Newly Appointed Fire Chief Anthony Mejia (Chief Matt Alves/Mayor Andreatta)
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Clerk's Office
DATE:	August 12, 2025

STAFF REPORT

Item Number 5.B

SUBJECT:	Freedom Through Education Presentation
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Clerk's Office
DATE:	August 12, 2025

STAFF REPORT

Item Number 7.A

SUBJECT: **Approval of Meeting Minutes** of July 22, 2025 Regular City Council meeting. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: August 12, 2025

ATTACHMENTS:
MEETING MINUTES, draft - 7.22.25.docx

MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
July 22, 2025

CLOSED SESSION MEETING
The meeting was conducted in person at City Hall, 600 6th Street, Lincoln, CA in the City Manager's Conference Room.

CLOSED SESSION AGENDA ITEMS

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION and COMPENSATION, Title: City Attorney

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION and COMPENSATION, Title: City Manager

1. CALL TO ORDER -The meeting was called to order by Mayor Andreatta at 4:00pm.

2. ROLL CALL Councilmembers present: Mayor Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy
Councilmembers absent: Richard Pearl

3. PUBLIC COMMENT ON CLOSED SESSION * In person only.
There was no public comment.

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.

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

5. ROLL CALL: Councilmembers present: Mayor Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy
Councilmembers absent: Richard Pearl

6. PLEDGE OF ALLEGIANCE – led by Jacob.

7. REPORT FROM CLOSED SESSION – Kristine Mollenkopf, City Attorney stated

there was no reportable action.

8. AGENDA MODIFICATIONS – None.

9. PRESENTATIONS

9.A Senior Center Project Update

Jacob Groeser, Associate Engineer, presented to City Council. A brief discussion followed.

9.B Action Review Moore/Stardust Incident Presentation

Anthony Mejia, Deputy Fire Chief presented to Council. There was a brief Council discussion with staff responding to comments.

9.C Advanced Life Support Implementation Plan Presentation

Anthony Mejia, Deputy Fire Chief presented to Council. There was a brief Council discussion with staff responding to comments.

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

The following provided public comment:

Stan Nader, Lincoln resident
Susan Neway, Lincoln resident
Byron Chapman, Lincoln resident
Sean McCloff, Lincoln resident

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

11. CONSENT

Mayor Andreatta asked if any members of the City Council or staff would like to pull any items from the consent agenda. There were none.

11.A Approval of **Meeting Minutes** of July 8, 2025 Regular City Council meeting.

DRAFT

11.B Adopt **RESOLUTION 2025-106** Authorizing accepting the East Joiner Parkway Lift Station Project (CIP 478) as complete and authorize the City Clerk to file the Notice of Completion with the Placer County Recorder.

11.C Adopt **RESOLUTION 2025-107** Approving the Notice of Completion for 11th Street Storm Drain Repair, CIP 685.

11.D Adopt **RESOLUTION 2025-108** Approving Entrance into Joint Community Facilities and Acquisition Funding Agreement in Connection with Bond Opportunities for Land Development Program (Liberty at Lincoln Project). Series 1999, and 1995-1 Series 2001 Special Taxes on Placer County Property Tax Roll.

11.E Adopt **RESOLUTION 2025-109** Approving the improvement plans and technical specifications, and authorizing staff to proceed with the bidding process for construction of the Q Street Lift Station Rehabilitation Project (CIP 657).

11.F Adopt **RESOLUTION 2025-110** Approving the reclassification of a vacant Engineering Manager position within the Engineering Department to the Associate Engineer level.

11.G Adopt **RESOLUTION 2025-111** Authorizing the City Manager to execute and amend as necessary two Agreements for Reclaimed Water Service incorporating the rules/regulations and water rates for the use of reclaimed water; one with JEN CA 24 LLC for the Joiner Ranch East Phase 1 project, and one with Lewis Management Corp. for the Liberty at Lincoln project.

11.H Adopt **RESOLUTION 2025-112** Authorizing the City Manager to: 1) execute a purchase order for $1,020,000 including $31,000 for contingencies, to procure two Autocar/New Way residential garbage collection trucks, and 2) execute a purchase order for $150,000 including $15,000 for contingencies, to procure an organic waste collection body for use on a roll off truck.

11.I Adopt **RESOLUTION 2025-113** Approving the purchase and sale agreement - Coulson Ranch Oak Wood Conservation Easement.

11.J Adopt **RESOLUTION 2025-114** Authorizing the Public Works Director to execute a Contract for Services with EMMS, Inc. for janitorial services for a total amount not to exceed $1,326,963 including contingency, window cleaning and special events for a five-year period (ending June 30, 2030), with the option to extend the contract for one additional five-year term and authorizing the Public Works Director or his/her designee,

to execute any necessary change orders that are within the approved supplemental budget.

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

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

12. PUBLIC HEARINGS

12.A Conduct a Public Hearing and Adopt **RESOLUTION 2025-115, RESOLUTION 2025-116**, and **RESOLUTION 2025-117** Approving the Tentative Subdivision Maps for the proposed Leavell Ranch Project; and (2) Waive full reading and Introduce by Title only **ORDINANCE 1096B** approving a Development Agreement between the City of Lincoln and Carole S. Leavell Living Trust and Franchimone Family Living Trust.

Mikaela Noble, Associate Planner, presented to City Council. Council discussed with staff responding to comments. Mayor Andreatta opened the public hearing. The following provided public comments:

Adrienne Graham, Adrienne Graham & Associates
Tony Frayji, Frayji Design Group
George O'Connor, Lincoln resident

Mayor Adreatta reopened the public comment as a member of the public requested to speak. The following provided public comment:

Unidentified speaker

Seeing no additional public comments, Mayor Andreatta closed the public hearing.

Mayor Andreatta reopened the public comment as another member of the public requested to speak. The following provided public comment:

Byron Chapman, Lincoln resident

Seeing no additional public comments, Mayor Andreatta called for a motion with each resolution and ordinance voted upon separately.

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

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

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

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

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

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

Councilmember Reedy motioned to approve an ordinance, motion was seconded by Mayor Pro Tem Brown. Passed by the following roll call vote:

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

12.B Conduct a Public Hearing and consider waiving the first reading and introduce by title only **ORDINANCE 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).

Chris Nelson, Environmental Services Manager presented to City 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, Reedy
Noes: None
Absent: Pearl
Abstain: None

12.C Conduct a public hearing, waive first reading and adopt by title only **ORDINANCE 1094B** regulating the operation of food trucks.

Kristine Mollenkopf, City Attorney, presented to City Council. There was a brief Council discussion with staff responding to comments. Mayor Andreatta opened the discussion regarding the agenda item.

The following provided public comment:

Byron Chapman, Lincoln resident
Darla Gutierrez, Lincoln resident
Cas Asberg, Lincoln resident

Seeing no public comments, Mayor Andreatta called for a motion. Mayor Pro Tem Brown motioned to approve with amendments as noted by Council, motion was seconded by Councilmember Eklund. Passed by the following roll call vote:

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

13. GENERAL BUSINESS

13.A Adopt **RESOLUTION 2025-118** approving the reclassification of the Deputy Fire Chief to the newly established Fire Chief classification, and the adoption of the salary schedule for the newly established Fire Chief and Fire Marshal classifications.

Claire True, Senior Human Resources Analyst, presented to City 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 Mayor Pro Tem Brown. Passed by the following roll call vote:

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

The following provided public comment:

Byron Chapman, Lincoln resident

13.B 84 Acre Master Developer RFP

Sean Scully, City Manager, presented to City Council. There was a brief Council discussion with staff responding to comments. Mayor Andreatta opened the discussion regarding the agenda item. The following provided public comments:

Jason Daggett, Lincoln resident

Seeing no further comments, Council provided direction to staff.

14. CITY MANAGER REPORTS

City Manager Scully promoted an upcoming meeting of the Placer County Charter Review Committee.

14. COUNCIL INITIATED BUSINESS

Councilmember Eklund inquired as to the availability of tennis walls in the City and asked for a status update on the Sierra College and Twelve Bridges streetlight and the possibility of a safe crossing between Twelve Bridges and the Verdera subdivision; discussion followed between Council and staff. Mayor Andreatta expressed gratitude to staff regarding the graffiti and weed cleanup in the alleyways and provided an update on the response to a recent fire and actions taken on behalf of the associated developer.

16. COMMITTEE REPORTS

Mayor Andreatta reported attendance at a recent Sheridan Municipal Advisory Council (MAC) meeting. Councilmember Reedy reported attendance at a recent Western Placer Waste Management Authority (WPWMA) board meeting.

17. INFORMATION ITEMS

Mayor Andreatta noted that former Mayor Dan Karleskint's celebration of life will be held Saturday, July 25th at the Kilaga Springs Lodge at Sun City.

DRAFT

17. ADJOURNMENT

Mayor Andreatta adjourned the meeting at 9:13pm.

Respectfully submitted by Hope Ithurburn, City Clerk

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Hope Ithurburn, City Clerk

DRAFT

STAFF REPORT

Item Number 7.B

SUBJECT: Waive Second Reading and Adopt by Title only an Ordinance 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. (Mikaela Noble)

SUBMITTED BY: Mikaela Noble

DEPARTMENT: Community Development

DATE: August 12, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council determine that an Addendum to the Village 1 Specific Plan EIR (SCH #2010102018) for the Leavell Ranch 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 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 for the development of approximately 241 acres within the Village 1 Specific Plan Area.

BACKGROUND/INTRODUCTION:

On June 18, 2025, the City Council waived first reading and introduced by title only Ordinance 1096B, establishing a Development Agreement between the City of Lincoln and Carole S. Leavell Living Trust and Franchimone Family Living Trust for the development of approximately 241 acres of VLDR and VMDR-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).

LEVINE ACT COMPLIANCE:

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

The applicant submitted a Levine Act Statement to the City and cited no contributions to a City elected or appointed officer totaling more than $500 within the reporting period.

FISCAL IMPACT:

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.

REPORT ACCOUNTABILITY:

This Staff Report has been reviewed by the City Attorney for legal sufficiency and by the City Manager for content.

The Finance Department has reviewed this staff report and certifies budgeted funds are available, unless a budget amendment is being requested as part of this action item.

ATTACHMENTS:
Attachment 1 Ordinance 1096B.pdf

ORDINANCE 1096B

AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LINCOLN AND CAROLE S. LEAVELL LIVING TRUST AND FRANCHIMONE FAMILY LIVING TRUST FOR THE DEVELOPMENT OF APPROXIMATELY 241 ACRES (LEAVELL RANCH) WITHIN THE VILLAGE 1 PLAN AREA; AND FINDING THE ORDINANCE IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER CEQA

WHEREAS, the City of Lincoln ("City") received an application from Carole S. Leavell Living Trust and Franchimone Family Living Trust ("Developer") for the Leavell Ranch Project Development Agreement; and

WHEREAS, the proposed Leavell Ranch Project includes residential uses and open space consistent with the Village 1 land use designations and applicable development standards for the Leavell Ranch 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 Leavell Ranch project includes the following entitlements: Resolution 2025-115 (Addendum), Resolution 2025-116 (Large Lot Tentative Subdivision Map), Resolution 2025-117 (Small Lot Tentative Subdivision Map) and this Development Agreement Resolution; 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, and, therefore, no further environmental

analysis is required pursuant to CEQA Section 15182 (Projects Pursuant to a Specific Plan); and

WHEREAS, the City Council conducted a public hearing on this matter on July 22, 2025.

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

1. The City Council hereby incorporates by reference the recitals set forth above.

2. Development Agreement Findings. 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 Leavell Ranch 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 Leavell Ranch 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 Leavell Ranch 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.

3. This Ordinance is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, *et seq*., and as further governed by 14 California Code of Regulations §§ 15000, *et seq*., because the EIR 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 ppolicies and requirements applicable to tiered EIRs, and the action is further exempted by CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan).

4. 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.

5. 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 August 12, 2025.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 7.C

SUBJECT: Waive Second Reading and Adopt by Title Only an Ordinance Regulating the Operation of Food Trucks, and Further Finding the Ordinance is Exempt from Environmental Review under the California Environmental Quality Act ("CEQA"). (Kristine Mollenkopf)

SUBMITTED BY: Kristi McKenney

DEPARTMENT: City Attorney's Office

DATE: August 12, 2025

STAFF RECOMMENDATION:

Staff recommends the City Council waive second reading and adopt an Ordinance regulating the operation of food trucks, and further finding the Ordinance is exempt from environmental review under the California Environmental Quality Act (“CEQA”).

BACKGROUND/INTRODUCTION:

On July 22, 2025, the City Council held a public hearing, waived first reading, and with minor revision, introduced by title only an Ordinance adding Lincoln Municipal Code Chapter 5.25 regarding the operating of food trucks, and finding the Ordinance was exempt from CEQA.

A minor change was requested to (1) extend the allowable hours of operation from 7:00 a.m. to 12:00 a.m. (midnight), rather than 7:00 a.m. to 10:00 p.m.; and (2) allow for unlimited vending during that timeframe, limited only to one continuous vending service every three days per vendor per location, rather than merely 6 hours of vending within a 72-hour period. That revision was incorporated into Section 5.25.050(P).

This second reading is necessary to enact the Ordinance.

FISCAL IMPACT:

The City will need to update its Master Fee Schedule to include a fee for a Mobile Food Truck Permit.

ATTACHMENTS:

Food truck ordinance.doc

ORDINANCE NO. XXXX

AN ORDINANCE REGULATING THE OPERATION OF FOOD TRUCKS AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, food truck sales nationally have achieved remarkable growth due to their popularity, demonstrating the economic impact of the food truck industry within the state and region; and

WHEREAS, the City currently does not have regulations for food trucks; and

WHEREAS, while many members of the public applaud the presence of diverse food trucks representing different cuisines and cultures, the City has been receiving increasing complaints regarding the growing presence of food trucks on private property in commercial zones, implicating health and sanitation concerns and increased traffic and parking issues, particularly in the downtown area; and

WHEREAS, this Ordinance is necessary to regulate mobile food businesses to protect the health and welfare of the public; and

WHEREAS, the City desires to provide specific guidelines and requirements to ensure these businesses can operate safely and efficiently while minimizing potential risks to public health and safety; and

WHEREAS, by this Ordinance, the City seeks to balance the enthusiasm for mobile food trucks with the need to maintain orderly and safe public spaces, facilitating the growth of the mobile food industry in a manner that benefits both entrepreneurs and the community at large.

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

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

Section 2. CEQA Analysis. This Ordinance is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378.

Section 3. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof,

irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 4. Publication. Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code § 36933(c)(1) are met.

Section 5. Enactment. Chapter 5.25 of the Lincoln Municipal Code is hereby enacted as follows:

Chapter 5.25 FOOD TRUCKS

5.25.000 Purpose and intent.

A. The purpose of this Chapter is to regulate mobile food vendors to ensure that operations do not conflict with the functional aspects of commercial site and building operations.

B. The City must protect the public by ensuring mobile food facilities are operated in a safe manner and do not create nuisances or hazards. Reasonable regulations are necessary to ensure that mobile food facilities are:

1. Operated in accordance with health, safety, and traffic laws of the state.
2. Operated in accordance with parking ordinances of the city.
3. Do not cause public safety problems by contributing to traffic congestion.
4. Do not create pedestrian and vehicular conflicts.
5. Do not disturb the quiet use and peaceful enjoyment of residential neighborhoods.

C. Regulations in this Chapter are enacted in accordance with the authority granted in Section 22455 of the California Vehicle Code and California Health and Safety Code Section 114315 et seq. (the "California Retail Food Code"), as each may be amended from time to time.

5.25.010 Definitions.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this Section:

"City" means the City of Lincoln.

"Code" means the Lincoln Municipal Code and all codes incorporated therein by reference.

"Food" shall be as defined in Health and Safety Code Section 113781 or any successor provision.

"Food facility" shall be as defined in Health and Safety Code Section 113789 or any successor provision.

"Food truck" means a mobile food facility as defined in Health and Safety Code Section 113831 or any successor provision and any vehicle as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared, prepackaged, or unprepared food or foodstuffs of any kind that parks at one or

more locations within the City. A food truck shall also include any trailer or wagon equipped and used as described in this definition and pulled by a vehicle.

"Food truck permit" or "permit" means the permit issued to a property owner or lessee with authority allowing food trucks to operate on private property pursuant to this Chapter.

"Food truck vendor" or "vendor" means an individual or business responsible for or utilizing a food truck to sell, offer for sale, or distribute food.

"Hand washing facility" means a facility providing either a basin, container, or outlet with an adequate supply of potable water, soap, and single-use towels, as further defined in Health and Safety Code Section 114359.

"Health Officer" shall be as defined in Health and Safety Code Section 111015.

"Special event" means any outdoor event designated for the exclusive use of the event organizer utilizing public areas, including streets and parking lots temporarily closed by the City, and including those events approved pursuant to Section Chapter 5.16 of Title 5.

"Toilet facility" means a fixture maintained with a toilet room for the purpose of defecation or urination or both, as further defined in Health and Safety Code Section 114359.

"Vend" or "vending" means to offer for sale or distribution

5.25.020 Health and Sanitation

It is unlawful for any person to operate a food truck on public or private property without a valid health permit from the Placer County Health Officer. The Health Permit shall be displayed conspicuously at all times on the vendor's vehicle.

5.25.030 Public Property

A. No food truck shall operate on public or City-owned property, or within any City park or recreation facility without a food truck permit in place.

B. The city may issue a food truck permit for a single day event in conjunction with a special event that complies with the applicable provisions of this code and for which a permit has been issued. A single event permit may only be issued for exclusively residentially zoned districts once per year.

5.25.040 Private Property

A. No food truck shall operate on private property without written authorization from the property owner or lessee with authority to grant such authorization.

B. Written proof of approval of the property owner or lessee shall be maintained by the vendor on site. The person operating the mobile vendor vehicle shall present this proof upon the demand of a peace officer or City employee authorized to enforce this Chapter.

C. The private property owner wishing to authorize food truck vending shall obtain a food truck vendor permit authorizing operations in compliance with Section 5.25.050.

5.25.050 Operations

All food truck vendors are subject to the following conditions:

A. Food trucks shall operate within a level parking area, where it can be demonstrated that any off-street parking spaces located in that area are not otherwise reserved, encumbered, or designated to satisfy the off-street parking requirement of a business or activity that is operating at the same time as the food truck.

B. Vendors shall not use or permit use of parking spaces on the site (e.g., customer queuing, tables, chairs, portable restrooms, signs, and any other ancillary equipment) if doing so will adversely affect the required off-street parking available for the primary use(s) of the site during peak periods as determined by the City Manager or designee.

C. Vendors shall have adequate lighting to ensure customer safety either on the vehicle or at the location of the vehicle during business hours.

D. No food truck shall display free standing signs or banners. Any signage shall be attached to the vehicle and be in compliance with Title 16 of the Lincoln Municipal Code.

E. No food truck shall be located within fifty feet (50') of any street or roadway intersection, crosswalk, fire hydrant, signal crossing, or bus stop.

F. No food truck shall locate their operation in such a way that would restrict the ingress or egress from the adjoining property.

G. No vendor shall sell food and beverage items not regulated under the California Retail Food Code (California Health and Safety Code Division 104, Part 7, Section 113700 et seq., or as may be amended from time to time).

H. No vendor shall locate their operation in such a way that would restrict accessibility routes and curb cuts.

I. No vendor shall roll up onto the sidewalk or cause traffic to blocked or delayed.

J. No vendor shall locate their operation in such a way that would restrict access to trash enclosures.

K. No vendor shall locate their operation in such a way that would restrict off-street parking .

L. No vendor shall conduct business with customers in moving cars.

M. Vendors shall provide a visible trash receptacle for use by customers.

N. Vendors shall regularly pick up, remove, and dispose of all trash or refuse from their operation that remains within two hundred feet (200') of the vendor's position. Regularly means not less than every one hour. For vendors that operate less than one hour at a location, the vendor shall pick up, remove and dispose of all trash or refuse prior to leaving the location.

O. Vendors shall not dump any wastewater; neither fresh or gray into storm drains, water ways or any other unauthorized locations.

P. No vending shall occur between the hours of 12:00 a.m. (midnight) and 7:00 a.m. and no overnight parking shall be permitted. Through the permit process, the City Manager or designee at their sole discretion may impose shorter hours of operation or allow longer hours of operation depending on the type of vending and location. Food sales (not including set-up and take-down) shall be limited to one (1) continuous operation of unlimited duration during that timeframe, at a single location in a seventy-two (72) hour period, unless otherwise authorized by permit or entitlement issued by the City. For purposes of this Section, "a single location" shall extend to a five hundred (500') foot radius of the original location, thereby prohibiting a separate operation from occurring within said radius within the 72-hour time restriction.

Q. No vendor shall operate more than two hundred feet (200') travel distance of an approved and readily available toilet and hand washing facility to ensure that restroom facilities are available to the food truck permit holder and any of its employees whenever operating for more than a one (1) hour period.

R. No vendor shall vend within three hundred feet (300') of a Downtown Lincoln special event or other designated special event for one hour before, during or after the reserved event time, unless the vendor is approved by the event's sponsor to participate in the event.

S. Vendors shall not use City utility connections, including water and electricity, without prior written approval from the City.

T. Vendors shall not leave vehicles or items unattended or stored on public property or private property.

U. All vendors shall comply with the California Vehicle Code and California Health and Safety Code.

V. Food trucks may not operate in an exclusively residentially zoned district in the City, except for private events as provided for in Article 5.16 of Chapter 5 of Title 5.

W. Vendors shall not operate in an unsafe manner, including but not limited to, impeding on- or offsite vehicle circulation and obstructing the view of pedestrians by motorists.

X. All vendors shall have a valid City of Lincoln business license.

5.25.060 Public Right-of-Way

For a food truck permit authorizing vendor operations on public property per Section 5.25.30A, all of the following additional requirements of the vendor shall apply:

A. No food truck shall vend in any one location on a public street for more than ten (10) minutes in any four (4) hour period unless otherwise authorized by the City Manager or designee. "Location" for purposes of this Section shall mean a radius of five hundred feet (500') from the original position of the food truck.

B. No food truck shall locate within five hundred feet (500') of a freeway entrance or exit.

C. No food truck shall locate within any public street adjacent to a curb which has been duly designated by the City as a green, yellow, blue or red zone.

D. The vehicle shall be legally parked and shall not stop, stand, or park in any clear vision triangle or no parking zone.

E. Vehicles shall not occupy more than two on-street parking spaces in the public right-of-way in commercial zones.

F. Vendors shall limit food and beverage service to that side of the food truck facing away from the street.

G. As part of the food truck permit, Vendors shall be required to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, losses, expenses, and other liabilities (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with operation of the food truck on City right-of-way, regardless of fault, unless the injuries or damages are the result of the City's sole negligence or willful misconduct.

H. As part of the food truck permit, Vendors shall be required to provide evidence of (1) liability insurance in the amount of not less than two million dollars ($2,000,000) per occurrence, four million dollars (4,000,000) aggregate covering liability associated with operation of the food truck; and (2) automobile insurance in the amount of not less than one million dollars ($1,000,000) commercial auto liability coverage. The insurance shall be at vendor's sole cost and expense and shall be in full force and effect at any time the vendor is operating in the City. Prior to operations, the vendor shall deliver to the City a certificate of insurance which includes all required coverages, endorsements, and names the City of Lincoln as additionally insured and as the certificate holder.

5.25.070 Supplemental regulations.

The City Manager and designees are hereby authorized to adopt supplemental rules and regulations, and to develop all related forms and/or other materials for permits and other documents, reasonably necessary to implement this Chapter, and to make such interpretations of this Chapter as they may consider necessary to achieve the purposes of this Chapter. Violations of supplemental rules and regulations shall be considered violations of this Chapter.

5.25.080 Violations.

A. In addition to all other legal actions authorized under local, State or Federal law, violations of this Chapter or the conditions of a food truck permit shall be subject to the penalty and enforcement provisions of the municipal code, including, but not limited to, Article 1.20.020 of Chapter 1.20 of Title 1. For purposes of this Chapter, the private property owner, food truck vendor and owner of the food truck, when applicable, shall be considered responsible parties for purposes of enforcement.

B. The City may suspend for up to thirty (30) days or revoke any food truck permit issued when any one or more of the following grounds are found to exist:

1. Violation of this Chapter or provisions of a food truck permit.
2. Violation of local, State or Federal law in connection with vendor activity.
3. When a vendor's permit was issued under fraudulent circumstances or mistake.
4. When necessary to protect the public health, safety, or welfare.

C. In connection with suspension or revocation of a food truck permit or violations of this Chapter, the City may confiscate property used in connection with vending upon a determination that confiscation of the property is necessary to protect the public health, safety, or welfare.

D. The following procedures shall apply for suspensions, revocation, and confiscation:

1. Prior to revocation or suspension of a permit and/or confiscation of property, the City shall provide written notice to the vendor and private property owner, as applicable, stating the reasons for the action by personal notice or certified mail.

2. The notice shall provide information on the appeal process and explain that a suspension may lead to a permanent revocation of the permit.

3. Unless immediate suspension and/or confiscation is necessary to protect the public health, safety, and welfare, prior to taking final action the City shall afford the vendor, vehicle owner and property owner, when applicable, an opportunity for an appeal hearing pursuant to the procedures set forth in Article 1.20.060 of Chapter 1.20 of Title 1. For immediate suspensions and/or confiscations, the appeal hearing, if requested, shall be held within ten (10) business days after the filing of the appeal.

4. If an appeal is filed, the hearing officer may permanently revoke the permit, reinstate the permit, conditionally reinstate the permit, or modify the suspension, based upon findings related to circumstances described in this Section. The hearing officer shall also make appropriate findings regarding any confiscation.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on July 22, 2025.

PASSED AND ADOPTED this 12th day of August, 2025.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 7.D

SUBJECT: Adopt a Resolution (1) Authorizing 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. (Araceli Cazarez)

SUBMITTED BY: Araceli Cazarez

DEPARTMENT: Engineering

DATE: August 12, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution (1) authorizing 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 authorizing the City Engineer to approve change orders not to exceed $226,818; (2) authorizing the City Manager to execute a contract with UNICO Engineering for construction management and inspection services in the amount of $363,699.

BACKGROUND/INTRODUCTION:

The Fiscal Year 2021/2022 budget includes I Street Rehabilitation Capital Improvement Project (CIP) 601. The project will include reconstruction of pavement, curb and gutter, sidewalk, driveway conforms, curb ramps and pavement striping on I Street between 1st Street to 6th Street.

On April 22, 2025, a Task Order with REY Engineers, Inc. was executed through the City's On-Call Contract for professional engineering services for the design of the I Street Rehabilitation.

On July 11, 2025, REY completed the plans and technical specification, and City Staff published the invitation for bids in the Lincoln New Messenger, PlanetBids and the City website.

FINDINGS/ANALYSIS:

Bids were received by the City Clerk at 2:00 P.M. on August 7, 2025. Responsive bid proposals were received from eight (8) contractors and are included in Attachment B.

Contractor	Base Bid Amount
George Reed Inc.	$957,278
DeSilva Gates Construction	$1,025,025
McGuire and Hester	$979,991
Mountain Cascade Inc.	$970,734
Martin Brothers Construction	$1,207,147
B & M Civil LLC	$1,134,653
R & R Pacific Construction	$860,851
All Phase Construction Inc.	$862,880

Staff has reviewed the bids and recommends the City award a construction contract (Attachment A) to the lowest responsive and responsible bidder, R & R Pacific Construction, in the amount of $860,851 for the. Additionally, in light of the favorable numbers for the base bid, staff also recommends the City award Alternate #1 for $103,330, Alternate #2 for $319,908, Alternate #3 for $198,892, and Alternate #4 for $29,139 for a total contract amount of $1,512,120. The construction contingency has been set to approximately 15%.

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: August/September 2025
- Begin Construction: September 2025
- End Construction: November 2025

ENVIRONMENTAL REVIEW:

The proposed project qualifies for a categorical/statutory exemption under Class 1, Section 15301 and Class 2, Section 15302, and thereby is exempt from further environmental review under the California Environmental Quality Act Guidelines. This project consists of the replacement of existing utility systems and reconstruction of existing streets and involves negligible expansion of capacity or use.

FISCAL IMPACT:

Budgeted

CIP 601 I Street Rehabilitation	
Fund 2210	$ 573,536
Fund 2230	$1,526,464
Total	**$2,100,000**

The I Street Rehabilitation Project will be augmented from the following budgeted projects as well:

CIP 647 – Curb Ramp Replacement available balance	$ 482,188

Total Available (CIP601 & 647)		**$ 2,582,188**
Project Encumbrances		
Fund 2210		
REY Engineering Inc. - Design	$ 98,300	
Total Funds Available (CIP 601 & 647)	**$2,483,888**	
Remaining Budget Needed		
Fund 2210 & Fund 2230		
R & R Pacific Construction – Construction	$1,512,120	
Construction Management/Inspection	$ 363,699	
Contingency (15%)	$ 226,818	
Total	**$2,102,637**	
Remaining Project Balance	**$381,251**	

ATTACHMENTS:

I Street CIP601_Construction_and_CM_Contract.DOC1.Resolution.2025Aug12.jespartero - BudgetAugment.doc

I Street CIP601_Construction_and_CM_Contract.DOC2.Attach A_Contract.2025Aug12.jespartero.pdf

I Street CIP601_Construction_and_CM_Contract.DOC2.Attach B_Combined Bids.2025Aug12.jespartero.pdf

I Street CIP601_Construction_and_CM_Contract.DOC4.Attach C_UNICO TO.2025Aug12.jespartero.pdf

RESOLUTION 2025 - ###

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN (1) AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR CONSTRUCTION WITH R & R PACIFIC CONSTRUCTION IN THE AMOUNT OF $1,512,120 FOR CONSTRUCTION OF THE I STREET REHABILITATION (CIP 601) AND AUTHORIZING THE CITY ENGINEER TO APPROVE CHANGE ORDERS NOT TO EXCEED $266,818; AND (2) AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH UNICO ENGINEERING FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES IN THE AMOUNT OF $363,699.

WHEREAS, The Capital Improvement Program (CIP) for FY 2021/22 includes CIP 601 – I Street Rehabilitation; and

WHEREAS, Bid Documents were prepared, titled I Street Rehabilitation CIP 601; 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 Thursday, August 7, 2025; and

WHEREAS, R & R Pacific Construction was determined to be the responsible bidder submitting the lowest responsive bid in the amount of $860,851 for the base bid; and

WHEREAS, Awarding Alternate #1 for $103,330, Alternate #2 for $139,908, Alternate #3 for $198,892 and Alternate #4 for $29,139 for a total contract amount of $1,512,120 is in the best interest of the City; and

WHEREAS, UNICO Engineering will perform construction management and inspection services through the on-call professional services contract authorization.

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

1. The City Manager to execute a Contract for Construction with R & R Pacific Construction, Inc. in the amount of $1,512,120 for the I Street Rehabilitation Project and authorize the City Engineer to approve change orders not to exceed $266,818.
2. The City Manager to execute a contract with UNICO Engineering for construction and management and inspection services in the amount of $363,699.

PASSED AND ADOPTED this 12th day of August, 2025.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

CITY OF LINCOLN

Agreement for the Construction of the

I STREET REHABILITATION

THIS AGREEMENT, made and entered on, (DATE) _____, by and between the CITY OF LINCOLN, a municipal corporation, (hereinafter referred to as "City"), and R & R Pacific Construction, 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: *I Street Rehabilitation*, 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 One million five hundred twelve thousand one hundred twenty Dollars ($1,512,120), 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 CONTRACTOR (hereinafter designated as "Principal") a contract for *I Street Rehabilitation*; 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 One million five hundred twelve thousand one hundred twenty Dollars ($1,512,120), 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 R & R Pacific Construction (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services, and transportation, necessary, convenient, and proper to *I Street Rehabilitation* 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 One million five hundred twelve thousand one hundred twenty Dollars ($1,512,120), 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.

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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	$89,000.00	$ 89,000.00
2	Traffic Control System	LS	1	$95,000.00	$ 95,000.00
3	SWPPP	LS	1	$10,000.00	$ 10,000.00
4	Construction Staking	LS	1	$12,000.00	$ 12,000.00
5	Preservation of Survey Information	LS	1	$ 1,107.50	$ 1,107.50
6	Roadway Excavation	CY	27	$ 115.00	$ 3,105.00
7	Remove Concrete	SF	3610	$ 10.00	$ 36,100.00
8	Remove Base & Surfacing	SF	4281	$ 4.50	$ 19,264.50
9	Remove Tree or Shrub	EA	1	$ 3,500.00	$ 3,500.00
10	Remove Existing Roadside Sign	EA	5	$ 50.00	$ 250.00
11	Remove Existing Valve Box	EA	6	$ 1,000.00	$ 6,000.00
12	Remove & Replace with 12" SD Pipe	LF	55	$ 250.00	$ 13,750.00
13	Traffic Stripe	LF	26	$ 1.50	$ 39.00
14	Pavement Marking	SF	724	$ 9.00	$ 6,516.00
15	Relocate Existing Roadside Sign	EA	2	$ 350.00	$ 700.00
16	Install Roadside Sign	EA	4 ~~3~~	$ 450.00	$ 1,800.00
17	Pavement Marker (Retroflective)	EA	3 ~~4~~	$ 35.00	$ 105.00
18	Adjust Utility to Grade	EA	14 ~~11~~	$ 2,750.00	$ 38,500.00
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655 ~~82588~~	$ 1.00	$ 78,655.00
20	Portland Cement	TON	161 ~~169~~	$ 212.00	$ 34,132.00
21	Type 1 Curb & Gutter	LF	615	$ 81.00	$ 49,815.00
22	Type 2 Curb & Gutter	LF	190	$ 77.00	$ 14,630.00
23	Type 3 Concrete Barrier Curb	LF	149	$ 78.00	$ 11,622.00
24	Class 2 AB	CY	45	$ 350.00	$ 15,750.00
25	Hot Mix Asphalt (HMA)	TON	1501 ~~1575~~	$ 150.00	$ 225,150.00
26	Concrete Sidewalk	SF	2215	$ 21.00	$ 46,515.00
27	Reinforced Concrete Cross Gutter & Curb	SF	915	$ 32.00	$ 29,280.00
28	Detectable Warning Surface	EA	17	$ 1,100.00	$ 18,700.00

NC Add #2

Base Bid Total: $ 860,986.00

Eight Hundred Sixty Thousand Nine Hundred Eighty Six & 00/100

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	$ 1,000.00	$ 1,000.00
2	Traffic Control System	LS	1	$ 6,900.00	$ 6,900.00
3	SWPPP	LS	1	$ 500,00	$ 500.00
4	Construction Staking	LS	1	$ 250.00	$ 250.00
5	Preservation of Survey Information	LS	1	$ 250,00	$ 250,00
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500 ~~15739~~	$ 1.60	$ 31,200.00
7	Portland Cement	TON	40 ~~32~~	$ 212,00	$ 8480.00
8	Hot Mix Asphalt (HMA)	TON	365 ~~290~~	$ 150,00	$ 54,750.00

MC Add#2

Bid Alternate 1 Total: $ 103,330.00

One Hundred Three Thousand Three Hundred Thirty & 00/100

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	$ 1000.00	$ 1,000.00
2	Traffic Control System	LS	1	$ 21,800.00	$ 21,800.00
3	SWPPP	LS	1	$ 500.00	$ 500.00
4	Construction Staking	LS	1	$ 250.00	$ 250.00
5	Preservation of Survey Information	LS	1	$ 250.00	$ 250.00
6	Cut & Cap SD Pipe	EA	4	$ 600.00	$ 2,400.00
7	Roadway Excavation	CY	9	$ 115.00	$ 1,035.00
8	Remove Concrete	SF	1253	$ 8.00	$ 10,024.00
9	Remove Base & Surfacing	SF 11785 ~~11675~~		$ 1.70	$ 20,034.50
10	Remove Drop Inlet (DI)	EA	4	$ 1300.00	$ 5,200.00
11	Remove Existing Valve Box	EA	3	$ 1,000.00	$ 3,000.00
12	Traffic Stripe	LF	363	$ 1.50	$ 544.50
13	Pavement Marking	SF 257 ~~228~~		$ 9.00	$ 2,313.00
14	Relocate Existing Roadside Sign	EA	3	$ 350.00	$ 1,050.00
15	Pavement Marker (Retroflective)	EA	1	$ 35.00	$ 35.00
16	Adjust Utility to Grade	EA	6 ~~4~~	$ 2500.00	$ 15,000.00
~~17~~ 19	Type 2 Curb & Gutter	LF	198 ~~164~~	$ 110.00	$ 21,780.00
~~18~~ 20	Modified Type 2 Curb & Gutter	LF	28	$ 140.00	$ 3920.00
~~19~~ 21	Type 3 Concrete Barrier Curb	LF	29	$ 116.00	$ 3,364.00
~~20~~ 22	Class 2 AB	CY	424	$ 225.00	$ 95,400.00
~~21~~ 23	Hot Mix Asphalt (HMA)	TON 277 ~~248~~		$ 150.00	$ 41,550.00
~~22~~ 24	Concrete Sidewalk	SF 1583 ~~1993~~		$ 25.00	$ 39,575.00
~~23~~ 25	Reinforced Concrete Cross Gutter & Curb	SF	601	$ 31.00	$ 18,631.00
~~24~~ 26	Detectable Warning Surface	EA	8	$ 1,100.00	$ 8800.00

NC Add#2

add below

Bid Alternate 2 Total: $ 319,857.00

Three Hundred Nineteen Thousand Eight Hundred Fifty Seven & 00/100

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

17	Full Depth Reclamation with cement (FDR-C)	SF	1553	$1.00	$1,553.00
18	Portland Cement	TON	4	$212.00	$848.00

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	$ 1,000.00	$ 1,000.00
2	Traffic Control System	LS	1	$ 20,000.00	$ 20,000.00
3	SWPPP	LS	1	$ 500.00	$ 500.00
4	Construction Staking	LS	1	$ 250.00	$ 250.00
5	Preservation of Survey Information	LS	1	$ 250.00	$ 250.00
6	Roadway Excavation	CY	1	$ 450.00	$ 450.00
7	Remove Concrete	SF	347	$ 8.00	$ 2,776.00
8	Remove Base & Surfacing	SF	2882 ~~2991~~	$ 4.50	$ 12,969.00
9	Remove Existing Valve Box	EA	1	$ 1,000.00	$ 1,000.00
10	Traffic Stripe	LF	105	$ 1.50	$ 157.50
11	Pavement Marking	SF	122	$ 7.00	$ 1,078.00
~~12~~	~~Adjust Utility to Grade~~	~~EA~~	~~1~~	$	$
~~13~~ 12	Full Depth Reclamation with Cement (FDR-C)	SF	17122 ~~13317~~	$ 1.85	$ 31,675.70
~~14~~ 13	Portland Cement	TON	36 ~~27~~	$ 212.00	$ 7,632.00
~~15~~ 14	Type 2 Curb & Gutter	LF	265 ~~295~~	$ 110.00	$ 29,150.00
~~16~~ 15	Type 3 Concrete Barrier Curb	LF	26 ~~10~~	$ 108.00	$ 2,808.00
~~17~~ 16	Class 2 AB	CY	77	$ 325.00	$ 25,025.00
~~18~~ 17	Hot Mix Asphalt (HMA)	TON	367 ~~295~~	$ 150.00	$ 55,050.00
~~19~~ 18	Concrete Sidewalk	SF	107 ~~51~~	$ 55.00	$ 5,885.00
~~20~~ 19	Detectable Warning Surface	EA	1	$ 1,100.00	$ 1,100.00

NC Add#2

Bid Alternate 3 Total: $ 198,776.20

One Hundred Ninety Eight Thousand Seven Hundred Seventy Six & 20/100

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	$ 1,000.00	$ 1,000.00
2	Traffic Control System	LS	1	$ 14,500.00	$ 14,500.00
3	Construction Staking	LS	1	$ 250.00	$ 250.00
~~4~~	~~Preservation of Survey Information~~	~~LS~~	~~1~~	$	$
4 ~~5~~	Traffic Stripe	LF 8056 ~~8201~~		$ 1.50	$ 12,084.00
5 ~~6~~	Pavement Marking	SF 145 ~~1168~~		$ 9.00	$ 1,305.00

WC Add #2

Bid Alternate 4 Total: $ 29,139.00

Twenty Nine Thousand One Hundred Thirty Nine & 00/100

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

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

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

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

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

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

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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1		
2	Traffic Control System	LS	1		
3	SWPPP	LS	1		
4	Construction Staking	LS	1		
5	Preservation of Survey Information	LS	1		
6	Roadway Excavation	CY	27		
7	Remove Concrete	SF	3610		
8	Remove Base & Surfacing	SF	4281		
9	Remove Tree or Shrub	EA	1		
10	Remove Existing Roadside Sign	EA	5		
11	Remove Existing Valve Box	EA	6		
12	Remove & Replace with 12" SD Pipe	LF	55		
13	Traffic Stripe	LF	26		
14	Pavement Marking	SF	724		
15	Relocate Existing Roadside Sign	EA	2		
16	Install Roadside Sign	EA	4		
17	Pavement Marker (Retroflective)	EA	3		
18	Adjust Utility to Grade	EA	14		
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655		
20	Portland Cement	TON	161		
21	Type 1 Curb & Gutter	LF	615		
22	Type 2 Curb & Gutter	LF	190		
23	Type 3 Concrete Barrier Curb	LF	149		
24	Class 2 AB	CY	45		
25	Hot Mix Asphalt (HMA)	TON	1501		
26	Concrete Sidewalk	SF	2215		
27	Reinforced Concrete Cross Gutter & Curb	SF	915		
28	Detectable Warning Surface	EA	17		

Base Bid Total: $_____

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1		
2	Traffic Control System	LS	1		
3	SWPPP	LS	1		
4	Construction Staking	LS	1		
5	Preservation of Survey Information	LS	1		
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500		
7	Portland Cement	TON	40		
8	Hot Mix Asphalt (HMA)	TON	365		

Bid Alternate 1 Total: $_____

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1		
2	Traffic Control System	LS	1		
3	SWPPP	LS	1		
4	Construction Staking	LS	1		
5	Preservation of Survey Information	LS	1		
6	Cut & Cap SD Pipe	EA	4		
7	Roadway Excavation	CY	9		
8	Remove Concrete	SF	1253		
9	Remove Base & Surfacing	SF	11785		
10	Remove Drop Inlet (DI)	EA	4		
11	Remove Existing Valve Box	EA	3		
12	Traffic Stripe	LF	363		
13	Pavement Marking	SF	257		
14	Relocate Existing Roadside Sign	EA	3		
15	Pavement Marker (Retroflective)	EA	1		
16	Adjust Utility to Grade	EA	6		
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553		
18	Portland Cement	TON	4		
19	Type 2 Curb & Gutter	LF	198		
20	Modified Type 2 Curb & Gutter	LF	28		
21	Type 3 Concrete Barrier Curb	LF	29		
22	Class 2 AB	CY	424		
23	Hot Mix Asphalt (HMA)	TON	277		
24	Concrete Sidewalk	SF	1583		
25	Reinforced Concrete Cross Gutter & Curb	SF	601		
26	Detectable Warning Surface	EA	8		

Bid Alternate 2 Total: $_____

_____

TOTAL COST IN WORDS

_____

CONTRACTOR SIGNATURE

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1		
2	Traffic Control System	LS	1		
3	SWPPP	LS	1		
4	Construction Staking	LS	1		
5	Preservation of Survey Information	LS	1		
6	Roadway Excavation	CY	1		
7	Remove Concrete	SF	347		
8	Remove Base & Surfacing	SF	2882		
9	Remove Existing Valve Box	EA	1		
10	Traffic Stripe	LF	105		
11	Pavement Marking	SF	122		
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122		
13	Portland Cement	TON	36		
14	Type 2 Curb & Gutter	LF	265		
15	Type 3 Concrete Barrier Curb	LF	26		
16	Class 2 AB	CY	77		
17	Hot Mix Asphalt (HMA)	TON	367		
18	Concrete Sidewalk	SF	107		
19	Detectable Warning Surface	EA	1		

Bid Alternate 3 Total: $_____

_____

TOTAL COST IN WORDS

_____

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1		
2	Traffic Control System	LS	1		
3	Construction Staking	LS	1		
4	Traffic Stripe	LF	8056		
5	Pavement Marking	SF	145		

Bid Alternate 4 Total: $_____

_____

TOTAL COST IN WORDS

_____

CONTRACTOR SIGNATURE

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

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

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

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

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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	97,000	97,000
2	Traffic Control System	LS	1	83,000	83,000
3	SWPPP	LS	1	6,000	6,000
4	Construction Staking	LS	1	8,000	8,000
5	Preservation of Survey Information	LS	1	4,000	4,000
6	Roadway Excavation	CY	27	438	11,826
7	Remove Concrete	SF	3610	7.50	27,075
8	Remove Base & Surfacing	SF	4281	6	25,686
9	Remove Tree or Shrub	EA	1	1,600	1,600
10	Remove Existing Roadside Sign	EA	5	55	275
11	Remove Existing Valve Box	EA	6	1,000	6,000
12	Remove & Replace with 12" SD Pipe	LF	55	495	27,225
13	Traffic Stripe	LF	26	1.50	39
14	Pavement Marking	SF	724	9	6,516
15	Relocate Existing Roadside Sign	EA	2	350	700
16	Install Roadside Sign	EA	4	450	1,800
17	Pavement Marker (Retroflective)	EA	3	35	105
18	Adjust Utility to Grade	EA	14	1,750	24,500
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	3	235,965
20	Portland Cement	TON	161	194	31,234
21	Type 1 Curb & Gutter	LF	615	83	51,045
22	Type 2 Curb & Gutter	LF	190	80	15,200
23	Type 3 Concrete Barrier Curb	LF	149	55	8,195
24	Class 2 AB	CY	45	500	22,500
25	Hot Mix Asphalt (HMA)	TON	1501	130	195,130
26	Concrete Sidewalk	SF	2215	20.50	45,407.50
27	Reinforced Concrete Cross Gutter & Curb	SF	915	24	21,960
28	Detectable Warning Surface	EA	17	750	12,750

Base Bid Total: $970,733.50

nine hundred seventy thousand seven hundred thirty-three
TOTAL COST IN WORDS dollars and fifty cents

CONTRACTOR SIGNATURE

David Hicks: V.P. of Estimating/Secretary

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	25,000	25,000
2	Traffic Control System	LS	1	74,000	74,000
3	SWPPP	LS	1	1,250	1,250
4	Construction Staking	LS	1	1,800	1,800
5	Preservation of Survey Information	LS	1	4,000	4,000
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	4	78,000
7	Portland Cement	TON	40	200	8,000
8	Hot Mix Asphalt (HMA)	TON	365	185	67,525

Bid Alternate 1 Total: $259,575

Two hundred fifty nine thousand five hundred seventy-five
TOTAL COST IN WORDS dollars

CONTRACTOR SIGNATURE

David Hicks: V.P. of Estimating/Secretary

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	51,000	51,000
2	Traffic Control System	LS	1	61,000	61,000
3	SWPPP	LS	1	1,800	1,800
4	Construction Staking	LS	1	3,200	3,200
5	Preservation of Survey Information	LS	1	4,000	4,000
6	Cut & Cap SD Pipe	EA	4	2,200	8,800
7	Roadway Excavation	CY	9	300	2,700
8	Remove Concrete	SF	1253	8	10,024
9	Remove Base & Surfacing	SF	11785	9	106,065
10	Remove Drop Inlet (DI)	EA	4	2,100	8,400
11	Remove Existing Valve Box	EA	3	850	2,550
12	Traffic Stripe	LF	363	1.50	544.50
13	Pavement Marking	SF	257	9	2,313
14	Relocate Existing Roadside Sign	EA	3	350	1,050
15	Pavement Marker (Retroflective)	EA	1	35	35
16	Adjust Utility to Grade	EA	6	2,000	12,000
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	21	32,613
18	Portland Cement	TON	4	200	800
19	Type 2 Curb & Gutter	LF	198	80	15,840
20	Modified Type 2 Curb & Gutter	LF	28	110	3,080
21	Type 3 Concrete Barrier Curb	LF	29	83	2,407
22	Class 2 AB	CY	424	175	74,200
23	Hot Mix Asphalt (HMA)	TON	277	195	54,015
24	Concrete Sidewalk	SF	1583	20.50	32,451.50
25	Reinforced Concrete Cross Gutter & Curb	SF	601	24	14,424
26	Detectable Warning Surface	EA	8	750	6,000

Bid Alternate 2 Total: $511,312

five hundred eleven thousand three hundred twelve dollars

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

David Hicks: V.P. of Estimating/Secretary

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	30,000	30,000
2	Traffic Control System	LS	1	28,500	28,500
3	SWPPP	LS	1	500	500
4	Construction Staking	LS	1	1,800	1,800
5	Preservation of Survey Information	LS	1	4,000	4,000
6	Roadway Excavation	CY	1	1,500	1,500
7	Remove Concrete	SF	347	14	4,858
8	Remove Base & Surfacing	SF	2882	10	28,820
9	Remove Existing Valve Box	EA	1	950	950
10	Traffic Stripe	LF	105	1.50	157.50
11	Pavement Marking	SF	122	9	1,098
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	5	85,610
13	Portland Cement	TON	36	200	7,200
14	Type 2 Curb & Gutter	LF	265	80	21,200
15	Type 3 Concrete Barrier Curb	LF	26	75	1,950
16	Class 2 AB	CY	77	215	16,555
17	Hot Mix Asphalt (HMA)	TON	367	170	62,390
18	Concrete Sidewalk	SF	107	50	5,350
19	Detectable Warning Surface	EA	1	750	750

Bid Alternate 3 Total: $303,189.50

three hundred three thousand one hundred eighty-eight dollars and fifty cents

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

David Hicks: V.P. of Estimating/Secretary

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	3,500	3,500
2	Traffic Control System	LS	1	16,800	16,800
3	Construction Staking	LS	1	1,900	1,900
4	Traffic Stripe	LF	8056	1.50	12,084
5	Pavement Marking	SF	145	9	1,305

Bid Alternate 4 Total: $35,589

Thirty five thousand five hundred eighty-nine dollars

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

David Hicks: V.P. of Estimating/Secretary

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

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

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

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

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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	40,000	40,000
2	Traffic Control System	LS	1	64,000	64,000
3	SWPPP	LS	1	6,800	6,800
4	Construction Staking	LS	1	8,400	8,400
5	Preservation of Survey Information	LS	1	4,400	4,400
6	Roadway Excavation	CY	27	227	6,129
7	Remove Concrete	SF	3610	15	54,150
8	Remove Base & Surfacing	SF	4281	7.15	30,609.15
9	Remove Tree or Shrub	EA	1	2,400	2,400
10	Remove Existing Roadside Sign	EA	5	157	785
11	Remove Existing Valve Box	EA	6	119	714
12	Remove & Replace with 12" SD Pipe	LF	55	706	38,830
13	Traffic Stripe	LF	26	1.60	41.60
14	Pavement Marking	SF	724	9	6,516
15	Relocate Existing Roadside Sign	EA	2	370	740
16	Install Roadside Sign	EA	4	475	1,900
17	Pavement Marker (Retroflective)	EA	3	37	111
18	Adjust Utility to Grade	EA	14	1,510	21,140
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	3	235,965
20	Portland Cement	TON	161	205	33,005
21	Type 1 Curb & Gutter	LF	615	132	81,180
22	Type 2 Curb & Gutter	LF	190	137	26,030
23	Type 3 Concrete Barrier Curb	LF	149	136	20,264
24	Class 2 AB	CY	45	325	14,625
25	Hot Mix Asphalt (HMA)	TON	1501	112	168,112
26	Concrete Sidewalk	SF	2215	26	57,590
27	Reinforced Concrete Cross Gutter & Curb	SF	915	46	42,090
28	Detectable Warning Surface	EA	17	792	13,464

Base Bid Total: $ 979,990.75

NINE HUNDRED SEVENTY-NINE THOUSAND, NINE HUNDRED NINETY DOLLARS AND SEVENTY-FIVE CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	51,500	51,500
2	Traffic Control System	LS	1	12,100	12,100
3	SWPPP	LS	1	1,700	1,700
4	Construction Staking	LS	1	5,300	5,300
5	Preservation of Survey Information	LS	1	3,600	3,600
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	4.70	91,650
7	Portland Cement	TON	40	249	9,960
8	Hot Mix Asphalt (HMA)	TON	365	166	60,590

Bid Alternate 1 Total: $ 236,400

TWO HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Randy C. Somerday, Vice President / McGuire and Hester

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	14,800	14,800
2	Traffic Control System	LS	1	12,900	12,900
3	SWPPP	LS	1	1,200	1,200
4	Construction Staking	LS	1	5,300	5,300
5	Preservation of Survey Information	LS	1	3,600	3,600
6	Cut & Cap SD Pipe	EA	4	4,400	17,600
7	Roadway Excavation	CY	9	720	6,480
8	Remove Concrete	SF	1253	13	16,289
9	Remove Base & Surfacing	SF	11785	8	94,280
10	Remove Drop Inlet (DI)	EA	4	2,100	8,400
11	Remove Existing Valve Box	EA	3	300	900
12	Traffic Stripe	LF	363	2	726
13	Pavement Marking	SF	257	11	2,827
14	Relocate Existing Roadside Sign	EA	3	440	1,320
15	Pavement Marker (Retroflective)	EA	1	44	44
16	Adjust Utility to Grade	EA	6	1,500	9,000
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	15.50	24,071.50
18	Portland Cement	TON	4	249	996
19	Type 2 Curb & Gutter	LF	198	154	30,492
20	Modified Type 2 Curb & Gutter	LF	28	236	6,608
21	Type 3 Concrete Barrier Curb	LF	29	232	6,728
22	Class 2 AB	CY	424	148	62,752
23	Hot Mix Asphalt (HMA)	TON	277	275	76,175
24	Concrete Sidewalk	SF	1583	28	44,324
25	Reinforced Concrete Cross Gutter & Curb	SF	601	45	27,045
26	Detectable Warning Surface	EA	8	938	7,504

Bid Alternate 2 Total: $ 482,361.50

FOUR HUNDRED EIGHTY TWO THOUSAND, THREE HUNDRED SIXTY ONE DOLLARS AND FIFTY CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Randy C. Somerday, Vice President / McGuire and Hester

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	16,900	16,900
2	Traffic Control System	LS	1	12,900	12,900
3	SWPPP	LS	1	2,000	2,000
4	Construction Staking	LS	1	5,250	5,250
5	Preservation of Survey Information	LS	1	2,100	2,100
6	Roadway Excavation	CY	1	692	692
7	Remove Concrete	SF	347	20	6,940
8	Remove Base & Surfacing	SF	2882	10	28,820
9	Remove Existing Valve Box	EA	1	300	300
10	Traffic Stripe	LF	105	2	210
11	Pavement Marking	SF	122	11	1,342
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	4.87	83,384.14
13	Portland Cement	TON	36	248.75	8,955
14	Type 2 Curb & Gutter	LF	265	163	43,195
15	Type 3 Concrete Barrier Curb	LF	26	245	6,370
16	Class 2 AB	CY	77	250	19,250
17	Hot Mix Asphalt (HMA)	TON	367	166	60,922
18	Concrete Sidewalk	SF	107	54	5,778
19	Detectable Warning Surface	EA	1	1,100	1,100

Bid Alternate 3 Total: $ 306,398.14

THREE HUNDRED SIX THOUSAND, THREE HUNDRED NINETY-EIGHT DOLLARS AND FOURTEEN CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Randy C. Somerday, Vice President / McGuire and Hester

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	1,250	1,250
2	Traffic Control System	LS	1	3,100	3,100
3	Construction Staking	LS	1	5,300	5,300
4	Traffic Stripe	LF	8056	2	16,112
5	Pavement Marking	SF	145	11	1,595

Bid Alternate 4 Total: $ 27,357

TWENTY SEVEN THOUSAND, THREE HUNDRED FIFTY-SEVEN

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Randy C. Somerday, Vice President / McGuire and Hester

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      c. Non Collusion Affidavit
      d. Public Works Contractor Registration

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

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

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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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	160,000-	160,000-
2	Traffic Control System	LS	1	110,920-	110,920-
3	SWPPP	LS	1	11,170-	11,170-
4	Construction Staking	LS	1	8,016-	8,016-
5	Preservation of Survey Information	LS	1	7,215-	7,215-
6	Roadway Excavation	CY	27	182-	4,914-
7	Remove Concrete	SF	3610	11-	39,710-
8	Remove Base & Surfacing	SF	4281	5-	21,405-
9	Remove Tree or Shrub	EA	1	2,450-	2,450-
10	Remove Existing Roadside Sign	EA	5	50-	250-
11	Remove Existing Valve Box	EA	6	2,450	14,700-
12	Remove & Replace with 12" SD Pipe	LF	55	470-	25,850-
13	Traffic Stripe	LF	26	150	39-
14	Pavement Marking	SF	724	9-	6,516
15	Relocate Existing Roadside Sign	EA	2	350-	700-
16	Install Roadside Sign	EA	4	450-	1800-
17	Pavement Marker (Retroflective)	EA	3	35-	105-
18	Adjust Utility to Grade	EA	14	3,400-	47,600-
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	260	204,503-
20	Portland Cement	TON	161	240-	38640-
21	Type 1 Curb & Gutter	LF	615	68-	41,820-
22	Type 2 Curb & Gutter	LF	190	69-	13,110-
23	Type 3 Concrete Barrier Curb	LF	149	58-	8,642-
24	Class 2 AB	CY	45	1076-	48,470-
25	Hot Mix Asphalt (HMA)	TON	1501	211 50	317,461 50
26	Concrete Sidewalk	SF	2215	17-	37,655-
27	Reinforced Concrete Cross Gutter & Curb	SF	915	19-	17,385-
28	Detectable Warning Surface	EA	17	950-	16,150-

Base Bid Total: $ 1,207,146 50

ONE MILLION TWO HUNDRED SEVEN THOUSAND ONE HUNDRED FORTY SIX DOLLARS AND FIFTY CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Felipe Martin, President

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	25165-	25,165-
2	Traffic Control System	LS	1	40,280-	40,280-
3	SWPPP	LS	1	5,295-	5,295-
4	Construction Staking	LS	1	2,900-	2,900-
5	Preservation of Survey Information	LS	1	3,600-	3,600-
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	3 20	62,400-
7	Portland Cement	TON	40	240-	9,600-
8	Hot Mix Asphalt (HMA)	TON	365	212-	77,380-

Bid Alternate 1 Total: $ 226,620-

THOUSAND
JA

TWO HUNDRED TWENTY SIX & SIX HUNDRED TWENTY DOLLARS AND ZERO CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Felipe Martin, President

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	71,000-	71,000-
2	Traffic Control System	LS	1	59,000-	59,000-
3	SWPPP	LS	1	5,850-	5,850-
4	Construction Staking	LS	1 JA	1700-	1,700-
5	Preservation of Survey Information	LS	1	1,800-	1,800-
6	Cut & Cap SD Pipe	EA	4	3,120-	12,480-
7	Roadway Excavation	CY	9	1375-	12,375-
8	Remove Concrete	SF	1253	15 50	19,421 50
9	Remove Base & Surfacing	SF	11785	2-	23,570-
10	Remove Drop Inlet (DI)	EA	4	3125-	12500-
11	Remove Existing Valve Box	EA	3	3125-	9375-
12	Traffic Stripe	LF	363	15°	544 50
13	Pavement Marking	SF	257	9-	2313-
14	Relocate Existing Roadside Sign	EA	3	350-	1050-
15	Pavement Marker (Retroflective)	EA	1	35-	35-
16	Adjust Utility to Grade	EA	6	4040-	24240-
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	8-	12424-
18	Portland Cement	TON	4	240-	960-
19	Type 2 Curb & Gutter	LF	198	71-	14058-
20	Modified Type 2 Curb & Gutter	LF	28	76-	2128-
21	Type 3 Concrete Barrier Curb	LF	29	76-	2204-
22	Class 2 AB	CY	424	235-	99640-
23	Hot Mix Asphalt (HMA)	TON	277	212-	58724-
24	Concrete Sidewalk	SF	1583	16-	25328-
25	Reinforced Concrete Cross Gutter & Curb	SF	601	18-	10818-
26	Detectable Warning Surface	EA	8	760-	6080-

Bid Alternate 2 Total: $ 489,618-

FOUR HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND ZERO CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Felipe Martin, President

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	41000-	41000-
2	Traffic Control System	LS	1	27500-	27500-
3	SWPPP	LS	1	4700-	4700-
4	Construction Staking	LS	1	1700-	1700-
5	Preservation of Survey Information	LS	1	3600-	3600-
6	Roadway Excavation	CY	1	2450-	2450-
7	Remove Concrete	SF	347	14-	4858-
8	Remove Base & Surfacing	SF	2882	3 75	10807 50
9	Remove Existing Valve Box	EA	1	2800-	2800-
10	Traffic Stripe	LF	105	1 50	157 50
11	Pavement Marking	SF	122	9-	1098-
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	3 25	55646 50
13	Portland Cement	TON	36	240-	8640-
14	Type 2 Curb & Gutter	LF	265	71-	18815-
15	Type 3 Concrete Barrier Curb	LF	26	76-	1976-
16	Class 2 AB	CY	77	240-	18480-
17	Hot Mix Asphalt (HMA)	TON	367	212-	77804-
18	Concrete Sidewalk	SF	107	18-	1926-
19	Detectable Warning Surface	EA	1	860-	860-

Bid Alternate 3 Total: $ 284,818 50

TWO HUNDRED EIGHTY FOUR THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS AND FIFTY CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Felipe Martin, President

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	8640-	8640-
2	Traffic Control System	LS	1	15000-	15000-
3	Construction Staking	LS	1	900-	900-
4	Traffic Stripe	LF	8056	1.5⁰	12084-
5	Pavement Marking	SF	145	9-	1305-

Bid Alternate 4 Total: $ 29,289-

TWENTY NINE THOUSAND TWO HUNDRED EIGHTY NINE DOLLARS AND ZERO CENTS
TOTAL COST IN WORDS

CONTRACTOR SIGNATURE
Felipe Martin, President

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      d. Public Works Contractor Registration

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      ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
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      ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~
      This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

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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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	50,000	50,000
2	Traffic Control System	LS	1	50,000	50,000
3	SWPPP	LS	1	35,000	35,000
4	Construction Staking	LS	1	8,900	8,900
5	Preservation of Survey Information	LS	1	1,500	1,500
6	Roadway Excavation	CY	27	400	10,800
7	Remove Concrete	SF	3610	8.00	28,880
8	Remove Base & Surfacing	SF	4281	5.00	21,405
9	Remove Tree or Shrub	EA	1	2,000	2000
10	Remove Existing Roadside Sign	EA	5	50	250
11	Remove Existing Valve Box	EA	6	500	3,000
12	Remove & Replace with 12" SD Pipe	LF	55	380	20,900
13	Traffic Stripe	LF	26	1.50	39
14	Pavement Marking	SF	724	9.00	6,516
15	Relocate Existing Roadside Sign	EA	2	350	700
16	Install Roadside Sign	EA	4	450	1800
17	Pavement Marker (Retroflective)	EA	3	35	105
18	Adjust Utility to Grade	EA	14	2800	39,200
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	2.50	196,637.50
20	Portland Cement	TON	161	300	48,300
21	Type 1 Curb & Gutter	LF	615	105	64,575
22	Type 2 Curb & Gutter	LF	190	105	19,950
23	Type 3 Concrete Barrier Curb	LF	149	105	15,645
24	Class 2 AB	CY	45	485	21,825
25	Hot Mix Asphalt (HMA)	TON	1501	150	225,150
26	Concrete Sidewalk	SF	2215	.25	55,375
27	Reinforced Concrete Cross Gutter & Curb	SF	915	25	22,875
28	Detectable Warning Surface	EA	17	350	5,950

Base Bid Total: $ 957,277.50

Nine Hundred Fifty-Seven Thousand Two Hundred Seventy-Seven dollars and Fifty Cents

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	15,000-	15,000-
2	Traffic Control System	LS	1	10,000-	10,000-
3	SWPPP	LS	1	15,000-	15,000-
4	Construction Staking	LS	1	4,300-	4,300-
5	Preservation of Survey Information	LS	1	1,500-	1,500-
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	3.30	64,350-
7	Portland Cement	TON	40	380-	15,200-
8	Hot Mix Asphalt (HMA)	TON	365	150-	54,750-

Bid Alternate 1 Total:

$ E.B. 180,100.00

One Hundred Eighty Thousand One Hundred Dollars 00/100

E.B. ~~ONE HUNDRED EIGHTY THOUSAND ONE HUNDRED~~ 00/100

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	15,000	15,000
2	Traffic Control System	LS	1	13,000	13,000
3	SWPPP	LS	1	15,000	15,000
4	Construction Staking	LS	1	8,400	8,400
5	Preservation of Survey Information	LS	1	1,500	1,500
6	Cut & Cap SD Pipe	EA	4	4,500	18,000
7	Roadway Excavation	CY	9	500	4,500
8	Remove Concrete	SF	1253	12	15,036
9	Remove Base & Surfacing	SF	11785	6	70,710
10	Remove Drop Inlet (DI)	EA	4	4,500	18,000
11	Remove Existing Valve Box	EA	3	1500	4,500
12	Traffic Stripe	LF	363	1.50	544.50
13	Pavement Marking	SF	257	9	2,313.00
14	Relocate Existing Roadside Sign	EA	3	350	1050
15	Pavement Marker (Retroflective)	EA	1	35	35
16	Adjust Utility to Grade	EA	6	3,000	18,000
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	4	6,212
18	Portland Cement	TON	4	400	1,600
19	Type 2 Curb & Gutter	LF	198	105	20,790
20	Modified Type 2 Curb & Gutter	LF	28	105	2,940
21	Type 3 Concrete Barrier Curb	LF	29	105	3,045
22	Class 2 AB	CY	424	300	127,200
23	Hot Mix Asphalt (HMA)	TON	277	150	41,550
24	Concrete Sidewalk	SF	1583	25	39,575
25	Reinforced Concrete Cross Gutter & Curb	SF	601	25	15,025
26	Detectable Warning Surface	EA	8	350	2800

Bid Alternate 2 Total: E.B. $ 466,325.50

Four Hundred Sixty Six Thousand Three Hundred Twenty Five and 50/100

E.B. ~~FOUR HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED FORTY 2 500~~

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

CONTRACTOR SIGNATURE

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	10,000	10,000
2	Traffic Control System	LS	1	12,000-	12,000-
3	SWPPP	LS	1	5,000	5,000
4	Construction Staking	LS	1	4,200-	4,200-
5	Preservation of Survey Information	LS	1	1,500-	1,500-
6	Roadway Excavation	CY	1	2,000-	2,000-
7	Remove Concrete	SF	347	10-	3,470-
8	Remove Base & Surfacing	SF	2882	7	20,174
9	Remove Existing Valve Box	EA	1	1,100-	1,100-
10	Traffic Stripe	LF	105	1.50	157.50
11	Pavement Marking	SF	122	9-	1,098-
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	4-	68,488-
13	Portland Cement	TON	36	300-	10,800-
14	Type 2 Curb & Gutter	LF	265	105-	27,825-
15	Type 3 Concrete Barrier Curb	LF	26	150-	3,900-
16	Class 2 AB	CY	77	250-	19,250-
17	Hot Mix Asphalt (HMA)	TON	367	150-	55,050-
18	Concrete Sidewalk	SF	107	25-	2,675-
19	Detectable Warning Surface	EA	1	350-	350-

Bid Alternate 3 Total: $ 249,037 50

Two Hundred Forty Nine Thousand Thirty Seven Dollars 50/100

E.B ~~TWO HUNDRED SIXTY SIX THOUSAND TWO HUNDRED SEVENTY THREE~~ 50/100

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price 12,000	Total Cost 12,000
1	Mobilization/Demobilization	LS	1	~~$5,000~~ EB	~~5,000~~
2	Traffic Control System	LS	1	7,411	7,411
3	Construction Staking	LS	1	4,200	4,200
4	Traffic Stripe	LF	8056	1.50	12,084
5	Pavement Marking	SF	145	9.00	1,305

Bid Alternate 4 Total: Thirty Seven Thousand Dollars no/100 37,000.00 $ ~~40,000.00~~ E.B.

~~FORTY THOUSAND DOLLARS & 00~~ 00

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

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:
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      b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
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      d. Public Works Contractor Registration

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

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

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

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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	100000	100000
2	Traffic Control System	LS	1	146366	146366
3	SWPPP	LS	1	10000	10000
4	Construction Staking	LS	1	4000	4000
5	Preservation of Survey Information	LS	1	3000	3000
6	Roadway Excavation	CY	27	400	10800
7	Remove Concrete	SF	3610	10	36100
8	Remove Base & Surfacing	SF	4281	20	85620
9	Remove Tree or Shrub	EA	1	900	900
10	Remove Existing Roadside Sign	EA	5	50	250
11	Remove Existing Valve Box	EA	6	600	3600
12	Remove & Replace with 12" SD Pipe	LF	55	400	22000
13	Traffic Stripe	LF	26	1.50	39
14	Pavement Marking	SF	724	9	6516
15	Relocate Existing Roadside Sign	EA	2	350	700
16	Install Roadside Sign	EA	4	450	1800
17	Pavement Marker (Retroflective)	EA	3	35	105
18	Adjust Utility to Grade	EA	14	2500	35000
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	2	157310
20	Portland Cement	TON	161	194	31234
21	Type 1 Curb & Gutter	LF	615	60	36900
22	Type 2 Curb & Gutter	LF	190	60	11400
23	Type 3 Concrete Barrier Curb	LF	149	40	5960
24	Class 2 AB	CY	45	180	8100
25	Hot Mix Asphalt (HMA)	TON	1501	150	225150
26	Concrete Sidewalk	SF	2215	25	55375
27	Reinforced Concrete Cross Gutter & Curb	SF	915	20	18300
28	Detectable Warning Surface	EA	17	500	8500

Base Bid Total: $ 1025025

One million twenty-five thousand twenty-five Dollars

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	20000	20000
2	Traffic Control System	LS	1	85990	85990
3	SWPPP	LS	1	500	500
4	Construction Staking	LS	1	1000	1000
5	Preservation of Survey Information	LS	1	1000	1000
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	2	39000
7	Portland Cement	TON	40	194	7760
8	Hot Mix Asphalt (HMA)	TON	365	150	54750

Bid Alternate 1 Total: $ 210 000

two hundred ten thousand Dollars

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	58000	58 000
2	Traffic Control System	LS	1	48540.50	48540.50
3	SWPPP	LS	1	500	500
4	Construction Staking	LS	1	1000	1000
5	Preservation of Survey Information	LS	1	1000	1000
6	Cut & Cap SD Pipe	EA	4	1000	4000
7	Roadway Excavation	CY	9	400	3600
8	Remove Concrete	SF	1253	10	12530
9	Remove Base & Surfacing	SF	11785	20	235700
10	Remove Drop Inlet (DI)	EA	4	1600	6400
11	Remove Existing Valve Box	EA	3	1000	3000
12	Traffic Stripe	LF	363	1.50	H.6.5~~44000.50~~ 5495
13	Pavement Marking	SF	257	9	2313
14	Relocate Existing Roadside Sign	EA	3	350	1050
15	Pavement Marker (Retroflective)	EA	1	35	35
16	Adjust Utility to Grade	EA	6	2500	15000
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	2	3106
18	Portland Cement	TON	4	194	776
19	Type 2 Curb & Gutter	LF	198	60	11880
20	Modified Type 2 Curb & Gutter	LF	28	50	1400
21	Type 3 Concrete Barrier Curb	LF	29	40	1160
22	Class 2 AB	CY	424	180	76320
23	Hot Mix Asphalt (HMA)	TON	277	150	41550
24	Concrete Sidewalk	SF	1583	25 ~~39575~~ 25.0	39575
25	Reinforced Concrete Cross Gutter & Curb	SF	601	20	12020
26	Detectable Warning Surface	EA	8	500	4000

Bid Alternate 2 Total: $ 585 000

Five hundred eighty-Five thousand Dollars

TOTAL COST IN WORDS

MLKJ

CONTRACTOR SIGNATURE

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	30000	30000
2	Traffic Control System	LS	1	89881.50	89881.50
3	SWPPP	LS	1	500	500
4	Construction Staking	LS	1	1000	1000
5	Preservation of Survey Information	LS	1	1000	1000
6	Roadway Excavation	CY	1	400	400
7	Remove Concrete	SF	347	10	3470
8	Remove Base & Surfacing	SF	2882	20	57640
9	Remove Existing Valve Box	EA	1	600	600
10	Traffic Stripe	LF	105	1.50	157.50
11	Pavement Marking	SF	122	9	1098
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	2	34244
13	Portland Cement	TON	36	194	6984
14	Type 2 Curb & Gutter	LF	265	60	15900
15	Type 3 Concrete Barrier Curb	LF	26	40	1040
16	Class 2 AB	CY	77	180	13860
17	Hot Mix Asphalt (HMA)	TON	367	150	55050
18	Concrete Sidewalk	SF	107	25	2675
19	Detectable Warning Surface	EA	1	500	500

Bid Alternate 3 Total: $ 316000

three hundred sixteen thousand Dollars

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	2000	2000
2	Traffic Control System	LS	1	3111	3111
3	Construction Staking	LS	1	1500	1500
4	Traffic Stripe	LF	8056	1.50	12084
5	Pavement Marking	SF	145	9	1305

Bid Alternate 4 Total: $ 20 000

twenty thousand Dollars
TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

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3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:
   i. Division III Documents:
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      b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
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      d. Public Works Contractor Registration

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

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

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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	125000	125000
2	Traffic Control System	LS	1	125000	125000
3	SWPPP	LS	1	30000	30000
4	Construction Staking	LS	1	11125	11125
5	Preservation of Survey Information	LS	1	21000	21000
6	Roadway Excavation	CY	27	275	7425
7	Remove Concrete	SF	3610	7.50	27075
8	Remove Base & Surfacing	SF	4281	5	21405
9	Remove Tree or Shrub	EA	1	8500	8500
10	Remove Existing Roadside Sign	EA	5	285	1425
11	Remove Existing Valve Box	EA	6	500	3000
12	Remove & Replace with 12" SD Pipe	LF	55	250	13750
13	Traffic Stripe	LF	26	13	338
14	Pavement Marking	SF	724	15	10860
15	Relocate Existing Roadside Sign	EA	2	435	870
16	Install Roadside Sign	EA	4	690	2760
17	Pavement Marker (Retroflective)	EA	3	25	75
18	Adjust Utility to Grade	EA	14	1100	15400
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	3	235965
20	Portland Cement	TON	161	285	45885
21	Type 1 Curb & Gutter	LF	615	75	46125
22	Type 2 Curb & Gutter	LF	190	75	14250
23	Type 3 Concrete Barrier Curb	LF	149	65	9685
24	Class 2 AB	CY	45	300	13500
25	Hot Mix Asphalt (HMA)	TON	1501	160	240160
26	Concrete Sidewalk	SF	2215	25	55375
27	Reinforced Concrete Cross Gutter & Curb	SF	915	30	27450
28	Detectable Warning Surface	EA	17	1250	21250

Base Bid Total: $ 1,134,653

One Million One Hundred Thirty Four Thousand Six Hundred Fifty Three

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	10000	10000
2	Traffic Control System	LS	1	12500	12500
3	SWPPP	LS	1	7500	7500
4	Construction Staking	LS	1	3375	3375
5	Preservation of Survey Information	LS	1	10500	10500
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	3.50	68250
7	Portland Cement	TON	40	285	11400
8	Hot Mix Asphalt (HMA)	TON	365	160	58400

Bid Alternate 1 Total: $ 181,925

One Hundred Eighty One Thousand Nine Hundred Twenty Five

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	75000	75000
2	Traffic Control System	LS	1	75000	75000
3	SWPPP	LS	1	15000	15000
4	Construction Staking	LS	1	4000	4000
5	Preservation of Survey Information	LS	1	15750	15750
6	Cut & Cap SD Pipe	EA	4	3750	15000
7	Roadway Excavation	CY	9	500	4500
8	Remove Concrete	SF	1253	10	12530
9	Remove Base & Surfacing	SF	11785	4	47140
10	Remove Drop Inlet (DI)	EA	4	2750	11000
11	Remove Existing Valve Box	EA	3	500	1500
12	Traffic Stripe	LF	363	5	9075
13	Pavement Marking	SF	257	15	3855
14	Relocate Existing Roadside Sign	EA	3	435	1305
15	Pavement Marker (Retroflective)	EA	1	25	25
16	Adjust Utility to Grade	EA	6	1250	7500
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	30	46590
18	Portland Cement	TON	4	285	1140
19	Type 2 Curb & Gutter	LF	198	75	14850
20	Modified Type 2 Curb & Gutter	LF	28	85	2380
21	Type 3 Concrete Barrier Curb	LF	29	85	2465
22	Class 2 AB	CY	424	150	63600
23	Hot Mix Asphalt (HMA)	TON	277	160	44320
24	Concrete Sidewalk	SF	1583	25	39575
25	Reinforced Concrete Cross Gutter & Curb	SF	601	30	18030
26	Detectable Warning Surface	EA	8	1250	10000

Bid Alternate 2 Total: $ 541,130

Five Hundred Forty One Thousand One Hundred Thirty

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	25000	25000
2	Traffic Control System	LS	1	25000	25000
3	SWPPP	LS	1	7500	7500
4	Construction Staking	LS	1	3750	3750
5	Preservation of Survey Information	LS	1	10500	10500
6	Roadway Excavation	CY	1	1500	1500
7	Remove Concrete	SF	347	12	4164
8	Remove Base & Surfacing	SF	2882	8	23056
9	Remove Existing Valve Box	EA	1	500	500
10	Traffic Stripe	LF	105	8	840
11	Pavement Marking	SF	122	19	2318
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	4.50	77049
13	Portland Cement	TON	36	285	10260
14	Type 2 Curb & Gutter	LF	265	75	19875
15	Type 3 Concrete Barrier Curb	LF	26	100	2600
16	Class 2 AB	CY	77	300	23100
17	Hot Mix Asphalt (HMA)	TON	367	160	58720
18	Concrete Sidewalk	SF	107	25	2675
19	Detectable Warning Surface	EA	1	1250	1250

Bid Alternate 3 Total: $ 299,657

Two Hundred Ninty Nine Thousand Six Hundred Fifty Seven

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	20000	20000
2	Traffic Control System	LS	1	20000	20000
3	Construction Staking	LS	1	3750	3750
4	Traffic Stripe	LF	8056	4	32224
5	Pavement Marking	SF	145	15	2175

Bid Alternate 4 Total: $ 78149

Seventy Eight Thousand One Hundred Forty Nine

TOTAL COST IN WORDS

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BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	30,500.00	30,500.00
2	Traffic Control System	LS	1	43,000.00	43,000.00
3	SWPPP	LS	1	8,000 -	8,000 -
4	Construction Staking	LS	1	3960 -	3960 -
5	Preservation of Survey Information	LS	1	2100 -	2100 -
6	Roadway Excavation	CY	27	690 -	18,630 -
7	Remove Concrete	SF	3610	5.00	18,050 -
8	Remove Base & Surfacing	SF	4281	7.80	33,391.80
9	Remove Tree or Shrub	EA	1	1110. -	1110. -
10	Remove Existing Roadside Sign	EA	5	50 -	250.00
11	Remove Existing Valve Box	EA	6	375. -	2250. -
12	Remove & Replace with 12" SD Pipe	LF	55	305 -	16,775 -
13	Traffic Stripe	LF	26	1.50	39 -
14	Pavement Marking	SF	724	9.00	6516 -
15	Relocate Existing Roadside Sign	EA	2	350 -	700 -
16	Install Roadside Sign	EA	4	450 -	1800 -
17	Pavement Marker (Retroflective)	EA	3	35 -	105 -
18	Adjust Utility to Grade	EA	14	2975 -	41,650 -
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	1.27	99,891.85
20	Portland Cement	TON	161	225 -	36,225 -
21	Type 1 Curb & Gutter	LF	615	118 -	72,570 -
22	Type 2 Curb & Gutter	LF	190	160 -	30,400 -
23	Type 3 Concrete Barrier Curb	LF	149	57 -	8493 -
24	Class 2 AB	CY	45	580 -	26,100 -
25	Hot Mix Asphalt (HMA)	TON	1501	123 -	184,623 -
26	Concrete Sidewalk	SF	2215	63 -	139,545 -
27	Reinforced Concrete Cross Gutter & Curb	SF	915	30 -	27,450 -
28	Detectable Warning Surface	EA	17	515 -	8755 -

Base Bid Total: $ 862,879.65

Eight hundred sixty two thousand eight hundred and seventy nine and sixty five cents

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	4400-	4400-
2	Traffic Control System	LS	1	10,300-	10,300-
3	SWPPP	LS	1	4000-	4000-
4	Construction Staking	LS	1	1980-	1980-
5	Preservation of Survey Information	LS	1	700-	700-
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	1.51	29,445-
7	Portland Cement	TON	40	225-	9000-
8	Hot Mix Asphalt (HMA)	TON	365	123-	44,895-

Bid Alternate 1 Total: $104,720.00

One hundred and four thousand seven hundred and twenty and zero cents

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	4500-	4500-
2	Traffic Control System	LS	1	7700-	7700-
3	SWPPP	LS	1	4000-	4000-
4	Construction Staking	LS	1	1980-	1980-
5	Preservation of Survey Information	LS	1	700-	700-
6	Cut & Cap SD Pipe	EA	4	2500-	10,000-
7	Roadway Excavation	CY	9	690-	6210.00
8	Remove Concrete	SF	1253	5.00	6265-
9	Remove Base & Surfacing	SF	11785	7.67	90,390.95
10	Remove Drop Inlet (DI)	EA	4	735-	2940-
11	Remove Existing Valve Box	EA	3	600-	1800-
12	Traffic Stripe	LF	363	1.50	544.50
13	Pavement Marking	SF	257	9.00	2313-
14	Relocate Existing Roadside Sign	EA	3	350-	1050-
15	Pavement Marker (Retroflective)	EA	1	35.00	35.00
16	Adjust Utility to Grade	EA	6	2900-	17,400-
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	10.20	15,840.60
18	Portland Cement	TON	4	225-	900-
19	Type 2 Curb & Gutter	LF	198	159-	31,482-
20	Modified Type 2 Curb & Gutter	LF	28	159-	4452-
21	Type 3 Concrete Barrier Curb	LF	29	60-	1740-
22	Class 2 AB	CY	424	583.65	247,467.60
23	Hot Mix Asphalt (HMA)	TON	277	123-	34,071.00
24	Concrete Sidewalk	SF	1583	63-	99,729-
25	Reinforced Concrete Cross Gutter & Curb	SF	601	31-	18,631-
26	Detectable Warning Surface	EA	8	515-	4120-

Bid Alternate 2 Total: $ 616,261.65

sixhundred sixteen thousand twohundred sixty one and sixty five cents

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	4500-	4500-
2	Traffic Control System	LS	1	7500-	7500-
3	SWPPP	LS	1	3900-	3900-
4	Construction Staking	LS	1	1980-	1980-
5	Preservation of Survey Information	LS	1	700-	700-
6	Roadway Excavation	CY	1	690-	690-
7	Remove Concrete	SF	347	5.00	1735-
8	Remove Base & Surfacing	SF	2882	7.70	22,191.40
9	Remove Existing Valve Box	EA	1	725-	725-
10	Traffic Stripe	LF	105	1.50	157.50
11	Pavement Marking	SF	122	9.00	1098-
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	1.61	27,566.42
13	Portland Cement	TON	36	225.-	8100-
14	Type 2 Curb & Gutter	LF	265	159-	42,135.00
15	Type 3 Concrete Barrier Curb	LF	26	59-	1534-
16	Class 2 AB	CY	77	583.50	44,929.50
17	Hot Mix Asphalt (HMA)	TON	367	123-	45,141-
18	Concrete Sidewalk	SF	107	63-	6741-
19	Detectable Warning Surface	EA	1	515-	515-

Bid Alternate 3 Total: $ 321,838.82

Two hundred twenty one thousand eight hundred thirty eight and eighty two cents

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	2700-	2700-
2	Traffic Control System	LS	1	7300-	7300-
3	Construction Staking	LS	1	1980-	1980-
4	Traffic Stripe	LF	8056	2.00	16,112.00
5	Pavement Marking	SF	145	12.00	1740-

Bid Alternate 4 Total: $ 29,832.00

Twenty nine thousand eight hundred thirty two and zero cents
TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

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

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

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

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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	160,000-	160,000-
2	Traffic Control System	LS	1	110,920-	110,920-
3	SWPPP	LS	1	11,170-	11,170-
4	Construction Staking	LS	1	8,016-	8,016-
5	Preservation of Survey Information	LS	1	7,215-	7,215-
6	Roadway Excavation	CY	27	182-	4,914-
7	Remove Concrete	SF	3610	11-	39,710-
8	Remove Base & Surfacing	SF	4281	5-	21,405-
9	Remove Tree or Shrub	EA	1	2,450-	2,450-
10	Remove Existing Roadside Sign	EA	5	50-	250-
11	Remove Existing Valve Box	EA	6	2,450	14,700-
12	Remove & Replace with 12" SD Pipe	LF	55	470-	25,850-
13	Traffic Stripe	LF	26	150	39-
14	Pavement Marking	SF	724	9-	6,516
15	Relocate Existing Roadside Sign	EA	2	350-	700-
16	Install Roadside Sign	EA	4	450-	1800-
17	Pavement Marker (Retroflective)	EA	3	35-	105-
18	Adjust Utility to Grade	EA	14	3,400-	47,600-
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	260	204,503-
20	Portland Cement	TON	161	240-	38640-
21	Type 1 Curb & Gutter	LF	615	68-	41,820-
22	Type 2 Curb & Gutter	LF	190	69-	13,110-
23	Type 3 Concrete Barrier Curb	LF	149	58-	8,642-
24	Class 2 AB	CY	45	1076-	48,470-
25	Hot Mix Asphalt (HMA)	TON	1501	211 50	317,461 50
26	Concrete Sidewalk	SF	2215	17-	37,655-
27	Reinforced Concrete Cross Gutter & Curb	SF	915	19-	17,385-
28	Detectable Warning Surface	EA	17	950-	16,150-

Base Bid Total: $ 1,207,146 50

ONE MILLION TWO HUNDRED SEVEN THOUSAND ONE HUNDRED FORTY SIX DOLLARS AND FIFTY CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Felipe Martin, President

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	25165-	25,165-
2	Traffic Control System	LS	1	40,280-	40,280-
3	SWPPP	LS	1	5,295-	5,295-
4	Construction Staking	LS	1	2,900-	2,900-
5	Preservation of Survey Information	LS	1	3,600-	3,600-
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	3 20	62,400-
7	Portland Cement	TON	40	240-	9,600-
8	Hot Mix Asphalt (HMA)	TON	365	212-	77,380-

Bid Alternate 1 Total: $ 226,620-

THOUSAND
JA

TWO HUNDRED TWENTY SIX & SIX HUNDRED TWENTY DOLLARS AND ZERO CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Felipe Martin, President

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	71,000-	71,000-
2	Traffic Control System	LS	1	59,000-	59,000-
3	SWPPP	LS	1	5,850-	5,850-
4	Construction Staking	LS	1 JA	1700-	1,700-
5	Preservation of Survey Information	LS	1	1,800-	1,800-
6	Cut & Cap SD Pipe	EA	4	3,120-	12,480-
7	Roadway Excavation	CY	9	1375-	12,375-
8	Remove Concrete	SF	1253	15 50	19,421 50
9	Remove Base & Surfacing	SF	11785	2-	23,570-
10	Remove Drop Inlet (DI)	EA	4	3125-	12500-
11	Remove Existing Valve Box	EA	3	3125-	9375-
12	Traffic Stripe	LF	363	15	544 50
13	Pavement Marking	SF	257	9-	2313-
14	Relocate Existing Roadside Sign	EA	3	350-	1050-
15	Pavement Marker (Retroflective)	EA	1	35-	35-
16	Adjust Utility to Grade	EA	6	4040-	24240-
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	8-	12424-
18	Portland Cement	TON	4	240-	960-
19	Type 2 Curb & Gutter	LF	198	71-	14058-
20	Modified Type 2 Curb & Gutter	LF	28	76-	2128-
21	Type 3 Concrete Barrier Curb	LF	29	76-	2204-
22	Class 2 AB	CY	424	235-	99640-
23	Hot Mix Asphalt (HMA)	TON	277	212-	58724-
24	Concrete Sidewalk	SF	1583	16-	25328-
25	Reinforced Concrete Cross Gutter & Curb	SF	601	18-	10818-
26	Detectable Warning Surface	EA	8	760-	6080-

Bid Alternate 2 Total: $ 489,618-

FOUR HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND ZERO CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Felipe Martin, President

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	41000-	41000-
2	Traffic Control System	LS	1	27500-	27500-
3	SWPPP	LS	1	4700-	4700-
4	Construction Staking	LS	1	1700-	1700-
5	Preservation of Survey Information	LS	1	3600-	3600-
6	Roadway Excavation	CY	1	2450-	2450-
7	Remove Concrete	SF	347	14-	4858-
8	Remove Base & Surfacing	SF	2882	3.75	10807.50
9	Remove Existing Valve Box	EA	1	2800-	2800-
10	Traffic Stripe	LF	105	1.50	157.50
11	Pavement Marking	SF	122	9-	1098-
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	3.25	55646.50
13	Portland Cement	TON	36	240-	8640-
14	Type 2 Curb & Gutter	LF	265	71-	18815-
15	Type 3 Concrete Barrier Curb	LF	26	76-	1976-
16	Class 2 AB	CY	77	240-	18480-
17	Hot Mix Asphalt (HMA)	TON	367	212-	77804-
18	Concrete Sidewalk	SF	107	18-	1926-
19	Detectable Warning Surface	EA	1	860-	860-

Bid Alternate 3 Total: $284,818.50

TWO HUNDRED EIGHTY FOUR THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS AND FIFTY CENTS

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Felipe Martin, President

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	8640-	8640-
2	Traffic Control System	LS	1	15000-	15000-
3	Construction Staking	LS	1	900-	900-
4	Traffic Stripe	LF	8056	1.5⁰	12084-
5	Pavement Marking	SF	145	9-	1305-

Bid Alternate 4 Total: $ 29,289-

TWENTY NINE THOUSAND TWO HUNDRED EIGHTY NINE DOLLARS AND ZERO CENTS
TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

Felipe Martin, President

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.

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   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.

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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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	50,000	50,000
2	Traffic Control System	LS	1	50,000	50,000
3	SWPPP	LS	1	35,000	35,000
4	Construction Staking	LS	1	8,900	8,900
5	Preservation of Survey Information	LS	1	1,500	1,500
6	Roadway Excavation	CY	27	400	10,800
7	Remove Concrete	SF	3610	8.00	28,880
8	Remove Base & Surfacing	SF	4281	5.00	21,405
9	Remove Tree or Shrub	EA	1	2,000	2000
10	Remove Existing Roadside Sign	EA	5	50	250
11	Remove Existing Valve Box	EA	6	500	3,000
12	Remove & Replace with 12" SD Pipe	LF	55	380	20,900
13	Traffic Stripe	LF	26	1.50	39
14	Pavement Marking	SF	724	9.00	6,516
15	Relocate Existing Roadside Sign	EA	2	350	700
16	Install Roadside Sign	EA	4	450	1800
17	Pavement Marker (Retroflective)	EA	3	35	105
18	Adjust Utility to Grade	EA	14	2800	39,200
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	2.50	196,637.50
20	Portland Cement	TON	161	300	48,300
21	Type 1 Curb & Gutter	LF	615	105	64,575
22	Type 2 Curb & Gutter	LF	190	105	19,950
23	Type 3 Concrete Barrier Curb	LF	149	105	15,645
24	Class 2 AB	CY	45	485	21,825
25	Hot Mix Asphalt (HMA)	TON	1501	150	225,150
26	Concrete Sidewalk	SF	2215	.25	55,375
27	Reinforced Concrete Cross Gutter & Curb	SF	915	25	22,875
28	Detectable Warning Surface	EA	17	350	5,950

Base Bid Total: $ 957,277.50

Nine Hundred Fifty-Seven Thousand Two Hundred Seventy-Seven dollars and Fifty Cents

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	15,000-	15,000-
2	Traffic Control System	LS	1	10,000-	10,000-
3	SWPPP	LS	1	15,000-	15,000-
4	Construction Staking	LS	1	4,300-	4,300-
5	Preservation of Survey Information	LS	1	1,500-	1,500-
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	3.30	64,350-
7	Portland Cement	TON	40	380-	15,200-
8	Hot Mix Asphalt (HMA)	TON	365	150-	54,750-

Bid Alternate 1 Total:

$ E.B. 180,100.00

One Hundred Eighty Thousand One Hundred Dollars 00/100

E.B. ~~ONE HUNDRED EIGHTY THOUSAND ONE HUNDRED~~ 00/100

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	15,000	15,000
2	Traffic Control System	LS	1	13,000	13,000
3	SWPPP	LS	1	15,000	15,000
4	Construction Staking	LS	1	8,400	8,400
5	Preservation of Survey Information	LS	1	1,500	1,500
6	Cut & Cap SD Pipe	EA	4	4,500	18,000
7	Roadway Excavation	CY	9	500	4,500
8	Remove Concrete	SF	1253	12	15,036
9	Remove Base & Surfacing	SF	11785	6	70,710
10	Remove Drop Inlet (DI)	EA	4	4,500	18,000
11	Remove Existing Valve Box	EA	3	1500	4,500
12	Traffic Stripe	LF	363	1.50	544.50
13	Pavement Marking	SF	257	9	2,313.00
14	Relocate Existing Roadside Sign	EA	3	350	1050
15	Pavement Marker (Retroflective)	EA	1	35	35
16	Adjust Utility to Grade	EA	6	3,000	18,000
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	4	6,212
18	Portland Cement	TON	4	400	1,600
19	Type 2 Curb & Gutter	LF	198	105	20,790
20	Modified Type 2 Curb & Gutter	LF	28	105	2,940
21	Type 3 Concrete Barrier Curb	LF	29	105	3,045
22	Class 2 AB	CY	424	300	127,200
23	Hot Mix Asphalt (HMA)	TON	277	150	41,550
24	Concrete Sidewalk	SF	1583	25	39,575
25	Reinforced Concrete Cross Gutter & Curb	SF	601	25	15,025
26	Detectable Warning Surface	EA	8	350	2800

Bid Alternate 2 Total: E.B. $ 466,325.50

Four Hundred Sixty Six Thousand Three Hundred Twenty Five and 50/100

E.B. ~~FOUR HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED FORTY 2 50/100~~

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

CONTRACTOR SIGNATURE

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	10,000	10,000
2	Traffic Control System	LS	1	12,000-	12,000-
3	SWPPP	LS	1	5,000	5,000
4	Construction Staking	LS	1	4,200-	4,200-
5	Preservation of Survey Information	LS	1	1,500-	1,500-
6	Roadway Excavation	CY	1	2,000-	2,000-
7	Remove Concrete	SF	347	10-	3,470-
8	Remove Base & Surfacing	SF	2882	7	20,174
9	Remove Existing Valve Box	EA	1	1,100-	1,100-
10	Traffic Stripe	LF	105	1.50	157.50
11	Pavement Marking	SF	122	9-	1,098-
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	4-	68,488-
13	Portland Cement	TON	36	300-	10,800-
14	Type 2 Curb & Gutter	LF	265	105-	27,825-
15	Type 3 Concrete Barrier Curb	LF	26	150-	3,900-
16	Class 2 AB	CY	77	250-	19,250-
17	Hot Mix Asphalt (HMA)	TON	367	150-	55,050-
18	Concrete Sidewalk	SF	107	25-	2,675-
19	Detectable Warning Surface	EA	1	350-	350-

Bid Alternate 3 Total: $ 249,037 50

Two Hundred Forty Nine Thousand Thirty Seven Dollars 50/100

E.B ~~TWO HUNDRED SIXTY SIX THOUSAND TWO HUNDRED SEVENTY THREE~~ 50/100

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price 12,000	Total Cost 12,000
1	Mobilization/Demobilization	LS	1	~~$5,000~~ E.B.	~~5,000~~
2	Traffic Control System	LS	1	7,411	7,411
3	Construction Staking	LS	1	4,200	4,200
4	Traffic Stripe	LF	8056	1.50	12,084
5	Pavement Marking	SF	145	9.00	1,305

Bid Alternate 4 Total: Thirty Seven Thousand Dollars no/100 $ ~~40,000.00~~ 37,000.00 E.B.

~~FORTY THOUSAND DOLLARS 00/100~~

TOTAL COST IN WORDS

Ed Berlier- Sr. Vice President/GM

CONTRACTOR SIGNATURE

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      d. Public Works Contractor Registration

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      ~~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.

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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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	100 000	100 000
2	Traffic Control System	LS	1	146366	146366
3	SWPPP	LS	1	10000	10000
4	Construction Staking	LS	1	4000	4000
5	Preservation of Survey Information	LS	1	3000	3000
6	Roadway Excavation	CY	27	400	10800
7	Remove Concrete	SF	3610	10	36100
8	Remove Base & Surfacing	SF	4281	20	85620
9	Remove Tree or Shrub	EA	1	900	900
10	Remove Existing Roadside Sign	EA	5	50	250
11	Remove Existing Valve Box	EA	6	600	3600
12	Remove & Replace with 12" SD Pipe	LF	55	400	22000
13	Traffic Stripe	LF	26	1.50	39
14	Pavement Marking	SF	724	9	65160
15	Relocate Existing Roadside Sign	EA	2	350	700
16	Install Roadside Sign	EA	4	450	1800
17	Pavement Marker (Retroflective)	EA	3	35	105
18	Adjust Utility to Grade	EA	14	2500	35000
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	2	157310
20	Portland Cement	TON	161	194	31234
21	Type 1 Curb & Gutter	LF	615	60	36900
22	Type 2 Curb & Gutter	LF	190	60	11400
23	Type 3 Concrete Barrier Curb	LF	149	40	5960
24	Class 2 AB	CY	45	180	8100
25	Hot Mix Asphalt (HMA)	TON	1501	150	225150
26	Concrete Sidewalk	SF	2215	25	55375
27	Reinforced Concrete Cross Gutter & Curb	SF	915	20	18300
28	Detectable Warning Surface	EA	17	500	8500

Base Bid Total: $ 1025025

One million twenty-five thousand twenty-five Dollars

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	20000	20000
2	Traffic Control System	LS	1	85990	85990
3	SWPPP	LS	1	500	500
4	Construction Staking	LS	1	1000	1000
5	Preservation of Survey Information	LS	1	1000	1000
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	2	39000
7	Portland Cement	TON	40	194	7760
8	Hot Mix Asphalt (HMA)	TON	365	150	54750

Bid Alternate 1 Total: $ 210 000

two hundred ten thousand Dollars

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	58000	58 000
2	Traffic Control System	LS	1	48540.50	48540.50
3	SWPPP	LS	1	500	500
4	Construction Staking	LS	1	1000	1000
5	Preservation of Survey Information	LS	1	1000	1000
6	Cut & Cap SD Pipe	EA	4	1000	4000
7	Roadway Excavation	CY	9	400	3600
8	Remove Concrete	SF	1253	10	12530
9	Remove Base & Surfacing	SF	11785	20	235700
10	Remove Drop Inlet (DI)	EA	4	1600	6400
11	Remove Existing Valve Box	EA	3	1000	3000
12	Traffic Stripe	LF	363	1.50	~~H.6.54400.50~~ 5445
13	Pavement Marking	SF	257	9	2313
14	Relocate Existing Roadside Sign	EA	3	350	1050
15	Pavement Marker (Retroflective)	EA	1	35	35
16	Adjust Utility to Grade	EA	6	2500	15000
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	2	3106
18	Portland Cement	TON	4	194	776
19	Type 2 Curb & Gutter	LF	198	60	11880
20	Modified Type 2 Curb & Gutter	LF	28	50	1400
21	Type 3 Concrete Barrier Curb	LF	29	40	1160
22	Class 2 AB	CY	424	180	76320
23	Hot Mix Asphalt (HMA)	TON	277	150	41550
24	Concrete Sidewalk	SF	1583	25 ~~39575~~	39575
25	Reinforced Concrete Cross Gutter & Curb	SF	601	20	12020
26	Detectable Warning Surface	EA	8	500	4000

Bid Alternate 2 Total: $ 585 000

Five hundred eighty-Five thousand Dollars

TOTAL COST IN WORDS

MLKS

CONTRACTOR SIGNATURE

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	30000	30000
2	Traffic Control System	LS	1	89881.50	89881.50
3	SWPPP	LS	1	500	500
4	Construction Staking	LS	1	1000	1000
5	Preservation of Survey Information	LS	1	1000	1000
6	Roadway Excavation	CY	1	400	400
7	Remove Concrete	SF	347	10	3470
8	Remove Base & Surfacing	SF	2882	20	57640
9	Remove Existing Valve Box	EA	1	600	600
10	Traffic Stripe	LF	105	1.50	157.50
11	Pavement Marking	SF	122	9	1098
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	2	34244
13	Portland Cement	TON	36	194	6984
14	Type 2 Curb & Gutter	LF	265	60	15900
15	Type 3 Concrete Barrier Curb	LF	26	40	1040
16	Class 2 AB	CY	77	180	13860
17	Hot Mix Asphalt (HMA)	TON	367	150	55050
18	Concrete Sidewalk	SF	107	25	2675
19	Detectable Warning Surface	EA	1	500	500

Bid Alternate 3 Total: $ 316000

three hundred sixteen thousand Dollars

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	2000	2000
2	Traffic Control System	LS	1	3111	3111
3	Construction Staking	LS	1	1500	1500
4	Traffic Stripe	LF	8056	1.50	12084
5	Pavement Marking	SF	145	9	1305

Bid Alternate 4 Total: $ 20 000

twenty thousand Dollars
TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

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

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

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

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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	125000	125000
2	Traffic Control System	LS	1	125000	125000
3	SWPPP	LS	1	30000	30000
4	Construction Staking	LS	1	11125	11125
5	Preservation of Survey Information	LS	1	21000	21000
6	Roadway Excavation	CY	27	275	7425
7	Remove Concrete	SF	3610	7.50	27075
8	Remove Base & Surfacing	SF	4281	5	21405
9	Remove Tree or Shrub	EA	1	8500	8500
10	Remove Existing Roadside Sign	EA	5	285	1425
11	Remove Existing Valve Box	EA	6	500	3000
12	Remove & Replace with 12" SD Pipe	LF	55	250	13750
13	Traffic Stripe	LF	26	13	338
14	Pavement Marking	SF	724	15	10860
15	Relocate Existing Roadside Sign	EA	2	435	870
16	Install Roadside Sign	EA	4	690	2760
17	Pavement Marker (Retroflective)	EA	3	25	75
18	Adjust Utility to Grade	EA	14	1100	15400
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	3	235965
20	Portland Cement	TON	161	285	45885
21	Type 1 Curb & Gutter	LF	615	75	46125
22	Type 2 Curb & Gutter	LF	190	75	14250
23	Type 3 Concrete Barrier Curb	LF	149	65	9685
24	Class 2 AB	CY	45	300	13500
25	Hot Mix Asphalt (HMA)	TON	1501	160	240160
26	Concrete Sidewalk	SF	2215	25	55375
27	Reinforced Concrete Cross Gutter & Curb	SF	915	30	27450
28	Detectable Warning Surface	EA	17	1250	21250

Base Bid Total: $ 1,134,653

One Million One Hundred Thirty Four Thousand Six Hundred Fifty Three

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	10000	10000
2	Traffic Control System	LS	1	12500	12500
3	SWPPP	LS	1	7500	7500
4	Construction Staking	LS	1	3375	3375
5	Preservation of Survey Information	LS	1	10500	10500
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	3.50	68250
7	Portland Cement	TON	40	285	11400
8	Hot Mix Asphalt (HMA)	TON	365	160	58400

Bid Alternate 1 Total: $ 181,925

One Hundred Eighty One Thousand Nine Hundred Twenty Five

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	75000	75000
2	Traffic Control System	LS	1	75000	75000
3	SWPPP	LS	1	15000	15000
4	Construction Staking	LS	1	4000	4000
5	Preservation of Survey Information	LS	1	15750	15750
6	Cut & Cap SD Pipe	EA	4	3750	15000
7	Roadway Excavation	CY	9	500	4500
8	Remove Concrete	SF	1253	10	12530
9	Remove Base & Surfacing	SF	11785	4	47140
10	Remove Drop Inlet (DI)	EA	4	2750	11000
11	Remove Existing Valve Box	EA	3	500	1500
12	Traffic Stripe	LF	363	5	9075
13	Pavement Marking	SF	257	15	3855
14	Relocate Existing Roadside Sign	EA	3	435	1305
15	Pavement Marker (Retroflective)	EA	1	25	25
16	Adjust Utility to Grade	EA	6	1250	7500
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	30	46590
18	Portland Cement	TON	4	285	1140
19	Type 2 Curb & Gutter	LF	198	75	14850
20	Modified Type 2 Curb & Gutter	LF	28	85	2380
21	Type 3 Concrete Barrier Curb	LF	29	85	2465
22	Class 2 AB	CY	424	150	63600
23	Hot Mix Asphalt (HMA)	TON	277	160	44320
24	Concrete Sidewalk	SF	1583	25	39575
25	Reinforced Concrete Cross Gutter & Curb	SF	601	30	18030
26	Detectable Warning Surface	EA	8	1250	10000

Bid Alternate 2 Total: $ 541,130

Five Hundred Forty One Thousand One Hundred Thirty

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	25000	25000
2	Traffic Control System	LS	1	25000	25000
3	SWPPP	LS	1	7500	7500
4	Construction Staking	LS	1	3750	3750
5	Preservation of Survey Information	LS	1	10500	10500
6	Roadway Excavation	CY	1	1500	1500
7	Remove Concrete	SF	347	12	4164
8	Remove Base & Surfacing	SF	2882	8	23056
9	Remove Existing Valve Box	EA	1	500	500
10	Traffic Stripe	LF	105	8	840
11	Pavement Marking	SF	122	19	2318
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	4.50	77049
13	Portland Cement	TON	36	285	10260
14	Type 2 Curb & Gutter	LF	265	75	19875
15	Type 3 Concrete Barrier Curb	LF	26	100	2600
16	Class 2 AB	CY	77	300	23100
17	Hot Mix Asphalt (HMA)	TON	367	160	58720
18	Concrete Sidewalk	SF	107	25	2675
19	Detectable Warning Surface	EA	1	1250	1250

Bid Alternate 3 Total: $ 299,657

Two Hundred Ninty Nine Thousand Six Hundred Fifty Seven

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	20000	20000
2	Traffic Control System	LS	1	20000	20000
3	Construction Staking	LS	1	3750	3750
4	Traffic Stripe	LF	8056	4	32224
5	Pavement Marking	SF	145	15	2175

Bid Alternate 4 Total: $ 78149

Seventy Eight Thousand One Hundred Forty Nine

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

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

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

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

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

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

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. Please fill in the base bid unit prices even if there is no estimated quantity. Base bid unit prices shall be the same in the bid alternates.

BASE BID ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	30,500.00	30,500.00
2	Traffic Control System	LS	1	43,000.00	43,000.00
3	SWPPP	LS	1	8,000 -	8,000 -
4	Construction Staking	LS	1	3960 -	3960 -
5	Preservation of Survey Information	LS	1	2100 -	2100 -
6	Roadway Excavation	CY	27	690 -	18,630 -
7	Remove Concrete	SF	3610	5.00	18,050 -
8	Remove Base & Surfacing	SF	4281	7.80	33,391.80
9	Remove Tree or Shrub	EA	1	1110. -	1110. -
10	Remove Existing Roadside Sign	EA	5	50 -	250.00
11	Remove Existing Valve Box	EA	6	375. -	2250. -
12	Remove & Replace with 12" SD Pipe	LF	55	305 -	16,775 -
13	Traffic Stripe	LF	26	1.50	39 -
14	Pavement Marking	SF	724	9.00	6516 -
15	Relocate Existing Roadside Sign	EA	2	350 -	700 -
16	Install Roadside Sign	EA	4	450 -	1800 -
17	Pavement Marker (Retroflective)	EA	3	35 -	105 -
18	Adjust Utility to Grade	EA	14	2975 -	41,650 -
19	Full Depth Reclamation with Cement (FDR-C)	SF	78655	1.27	99,891.85
20	Portland Cement	TON	161	225 -	36,225 -
21	Type 1 Curb & Gutter	LF	615	118 -	72,570 -
22	Type 2 Curb & Gutter	LF	190	160 -	30,400 -
23	Type 3 Concrete Barrier Curb	LF	149	57 -	8493 -
24	Class 2 AB	CY	45	580 -	26,100 -
25	Hot Mix Asphalt (HMA)	TON	1501	123 -	184,623 -
26	Concrete Sidewalk	SF	2215	63 -	139,545 -
27	Reinforced Concrete Cross Gutter & Curb	SF	915	30 -	27,450 -
28	Detectable Warning Surface	EA	17	515 -	8755 -

Base Bid Total: $ 862,879.65

Eight hundred sixty two thousand eight hundred and seventy nine and sixty five cents

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 1 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	4400-	4400-
2	Traffic Control System	LS	1	10,300-	10,300-
3	SWPPP	LS	1	4000-	4000-
4	Construction Staking	LS	1	1980-	1980-
5	Preservation of Survey Information	LS	1	700-	700-
6	Full Depth Reclamation with Cement (FDR-C)	SF	19500	1.51	29,445-
7	Portland Cement	TON	40	225-	9000-
8	Hot Mix Asphalt (HMA)	TON	365	123-	44,895-

Bid Alternate 1 Total: $104,720.00

One hundred and four thousand seven hundred and twenty and zero cents

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 2 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	4500-	4500-
2	Traffic Control System	LS	1	7700-	7700-
3	SWPPP	LS	1	4000-	4000-
4	Construction Staking	LS	1	1980-	1980-
5	Preservation of Survey Information	LS	1	700-	700-
6	Cut & Cap SD Pipe	EA	4	2500-	10,000-
7	Roadway Excavation	CY	9	690-	6210.00
8	Remove Concrete	SF	1253	5.00	6265-
9	Remove Base & Surfacing	SF	11785	7.67	90,390.95
10	Remove Drop Inlet (DI)	EA	4	735-	2940-
11	Remove Existing Valve Box	EA	3	600-	1800-
12	Traffic Stripe	LF	363	1.50	544.50
13	Pavement Marking	SF	257	9.00	2313-
14	Relocate Existing Roadside Sign	EA	3	350-	1050-
15	Pavement Marker (Retroflective)	EA	1	35.00	35.00
16	Adjust Utility to Grade	EA	6	2900-	17,400-
17	Full Depth Reclamation with Cement (FDR-C)	SF	1553	10.20	15,840.60
18	Portland Cement	TON	4	225-	900-
19	Type 2 Curb & Gutter	LF	198	159-	31,482-
20	Modified Type 2 Curb & Gutter	LF	28	159-	4452-
21	Type 3 Concrete Barrier Curb	LF	29	60-	1740-
22	Class 2 AB	CY	424	583.65	247,467.60
23	Hot Mix Asphalt (HMA)	TON	277	123-	34,071.00
24	Concrete Sidewalk	SF	1583	63-	99,729-
25	Reinforced Concrete Cross Gutter & Curb	SF	601	31-	18,631-
26	Detectable Warning Surface	EA	8	515-	4120-

Bid Alternate 2 Total: $ 616,261.65

sixhundred sixteen thousand twohundred sixty one and sixty five cents

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 3 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	4500-	4500-
2	Traffic Control System	LS	1	7500-	7500-
3	SWPPP	LS	1	3900-	3900-
4	Construction Staking	LS	1	1980-	1980-
5	Preservation of Survey Information	LS	1	700-	700-
6	Roadway Excavation	CY	1	690-	690-
7	Remove Concrete	SF	347	5.00	1735-
8	Remove Base & Surfacing	SF	2882	7.70	22,191.40
9	Remove Existing Valve Box	EA	1	725-	725-
10	Traffic Stripe	LF	105	1.50	157.50
11	Pavement Marking	SF	122	9.00	1098-
12	Full Depth Reclamation with Cement (FDR-C)	SF	17122	1.61	27,566.42
13	Portland Cement	TON	36	225.-	8100-
14	Type 2 Curb & Gutter	LF	265	159-	42,135.00
15	Type 3 Concrete Barrier Curb	LF	26	59-	1534-
16	Class 2 AB	CY	77	583.50	44,929.50
17	Hot Mix Asphalt (HMA)	TON	367	123-	45,141-
18	Concrete Sidewalk	SF	107	63-	6741-
19	Detectable Warning Surface	EA	1	515-	515-

Bid Alternate 3 Total: $ 321,838.82

Two hundred twenty one thousand eight hundred thirty eight and eighty two cents

TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

BID ALTERNATE 4 ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	2700-	2700-
2	Traffic Control System	LS	1	7300-	7300-
3	Construction Staking	LS	1	1980-	1980-
4	Traffic Stripe	LF	8056	2.00	16,112.00
5	Pavement Marking	SF	145	12.00	1740-

Bid Alternate 4 Total: $ 29,832.00

Twenty nine thousand eight hundred thirty two and zero cents
TOTAL COST IN WORDS

CONTRACTOR SIGNATURE

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      ~~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.

Engineering Department
On-Call Contract for Professional Services
Consultant: UNICO Engineering
Project Name: I Street Rehabilitation
Task Order

Date Requested: July 31, 2025
Contract#: _____

This Task Order, authorized through the On-Call Contract by and between the City of Lincoln ("CITY"), and UNICO 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 I Street Rehabilitation 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: $ 363,698.15

Account Code(s): CIP601-804-80070-2230, CIP601-804-80070-2210

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: Araceli Cazarez
Title: Project Manager
Date: _____

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

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

Approved by:
UNICO Engineering

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

This Task Order Amendment is executed this ____ day of _____, 2025.

80 Blue Ravine Road, Suite 250
Folsom, CA 95630
www.unicoengineering.com • 916.900.6623

July 30, 2025

Araceli Cazarez | Engineering Manager
City of Lincoln | Capital Projects
600 6th Street
Lincoln, CA 95648

Subject: **Proposal to Provide Construction Management, Inspection, and Materials Testing Services for CIP-601 I Street Rehabilitation Project**

Dear Ms. Cazarez,

Thank you for the opportunity to provide a proposal for construction management, inspection, and materials testing services for the above-referenced project. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

Our team is comprised of Josh McGee and Pablo Romero. Josh and Pablo have been working collaboratively with the City for over three years and have established relationships with City staff to streamline communications and utility services as issues arise. Josh and Pablo have effectively managed FDR-C projects in Lincoln previously; notably, First Street Resurfacing Phase 1 and Joiner Parkway Pavement Rehabilitation Phase 2. Supporting Josh and Pablo, UNICO will provide an Office Engineer to assist with document control, as well as a seasoned Inspector with knowledge of Lincoln design standards. UNICO is dedicated to partnering with our clients to develop trust-based relationships centered on moving their projects forward. Once we have confirmed that this proposal meets your needs, we will meet with you to discuss the tasks to be done and your required schedule for completion.

As the President of UNICO, I am authorized to bind the company into a contract with the City and can be reached at 530.903.9023 or via email at cesar@unicoengineering.com. Construction Manager and Inspection Services Area Lead, Josh McGee, is also available to answer questions and can be reached at 916.936.9464 or via email at jmcgee@unicoengineering.com. We look forward to working with the City on this project.

Sincerely,
UNICO Engineering, Inc.

Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

The I Street Pavement Rehabilitation Project currently estimated for 120 working days (between 1st Street and 6th Street) for the City of Lincoln includes Full-Depth Reclamation with Cement (FDR-C) with 3-inches of asphalt paving, storm drain improvements, and the addition of designated bike lanes. The scope of work also includes the installation of new curb and gutters, coordination with the existing utilities, and adjustment of utility covers to final grade. ADA compliant curb ramps will be constructed at all corners of 2nd, 4th, and 5th Streets, the southwest and northeast corners of 3rd Street and the southwest corner of 6th Street. Slope verification and water testing will be performed at all newly constructed ramps for proper drainage and compliance with ADA standards.

The Construction Management team understands the importance of complying with lane closure restrictions when school is in session. Close coordination with the Contractor will take place so that work begins and ends within the specified times outlined in the contract documents, to mitigate impacts to school traffic, student drop-off and pick-up, and to reduce impacts to the public. Additionally, the team will work with the Contractor to maintain a continuous and safe path of travel for pedestrians throughout the duration of the project.

A. CONSTRUCTION ADMINISTRATION AND MANAGEMENT

UNICO will provide two part-time Certified Construction Managers (CCM). The CCM's will work with the City to deliver the project in accordance with the contract plans, specifications, and the associated referenced documents.

UNICO's team will also provide office engineering and document control. Office engineering will consist of document management and filing, preparation of quantity sheets, progress payment processing, and various other tasks. UNICO will spot check the Contractor's certified payroll for compliance with prevailing wages, perform monthly Contractor employee interviews to confirm payment in accordance with prevailing wages, and check the Contractor's use of apprentices for compliance with federal law.

Deliverables: ***Weekly Reports and Statement of Working Days***
Contract Changes
Meeting Agendas and Minutes
Document Review and Processing (Submittals, RFIs, Letters, PCOs, etc.)
Quantity Calculations and Pay Requests
Document Control and Filing
Spot Checking of Contractor Payroll and Track Contractor's Use of Apprentices
Perform Monthly Employee Interviews
Project Status Logs (Submittals, RFI, Material Testing, CO, PCO, FCD, etc.)

B. CONSTRUCTION INSPECTION

UNICO will provide a full-time Inspector for this project. The Inspector will prepare daily reports that will be sent to the City on the same day or the morning of the day following when the inspection was performed. In addition to the working days that the Inspector will be on the project, UNICO will include time for the Inspector to become familiar with the project and participate in project close-out. Along with the typical inspection duties, our Inspector will focus on the following:

- Enforcing the contract working hours
- Monitoring pedestrian safety
- Monitoring of dust and tracking
- Materials quantity measurement
- Interfacing with local businesses and residents as necessary

Deliverables: ***Daily Inspection Reports***
Quantity Calculations
Photographs

C. MATERIALS TESTING

UNICO's subconsultant, Geocon, will perform materials testing. The scope of testing and inspection services for the project is based upon the requirements of the project plans, specifications, geotechnical evaluation, and the City's QAP.

Deliverables: ***Materials Testing Reports***
Materials Testing Log

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

A. CONSTRUCTION ANDMINSTRATION AND MANAGEMENT $123,596.19
B. CONSTRUCTION INSPECTION $169,051.95
C. MATERIALS TESTING (INCLUDING ODC) $71,050.00

TOTAL $363,698.15

A cost breakdown is attached.

80 Blue Ravine Rd – Suite 250
Folsom, CA 95630
916-900-6623

City of Lincoln

CIP 601 - I Street Rehabilitation (120 Working Days Inc. Alts)

		UNICO Engineering					Geocon						
		Josh McGee, CCM Construction Manager (Contract Manager)	Pablo Romero, EIT/CCM Construction Manager (Contract Manager)	Staff, Office Engineer	Staff, Construction Inspector	Staff Construction Inspector (OT)	Staff Principal Engineer	Staff Project Engineer	Staff Field Services Manager	Staff Field Technician II (PW3)	Staff Field Technician II (PW3) (OT)	Staff Word Processing/Technical Editor	
	Billing Rate	**$ 212.20**	**$ 175.97**	**$ 116.45**	**$ 168.21**	**$ 252.32**	**$ 215.00**	**$ 160.00**	**$ 140.00**	**$ 150.00**	**$ 225.00**	**$ 100.00**	
Task #	***Task Description***												***Total***
1	Construction Administration and Management	120	240	480									$ 123,596.19
2	Construction Inspection				960	30							$ 169,051.95
3	Materials Sampling and Testing						6	40	8	204	15	6	$ 43,385.00
	Total Hours	**120**	**240**	**480**	**960**	**30**	**6**	**40**	**8**	**204**	**15**	**6**	**$ 336,033.15**

Other Direct Costs

Geocon - Laboratory Testing	**$**	**20,475.00**
Geocon -Vehicles and Equipment	**$**	**7,190.00**
	$	**363,698.15**

STAFF REPORT

Item Number 7.E

SUBJECT: 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). (Chris Nelson)

SUBMITTED BY: Christian Punsal

DEPARTMENT: Public Works

DATE: August 12, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council of the City of Lincoln waive the second reading and introduce, by title only, **Ordinance No. 1095B** amending Section 13.04.160 of the Lincoln Municipal Code establishing water connection charges.

BACKGROUND/INTRODUCTION:

On July 22, 2025, the City Council of the City of Lincoln held a public hearing, waived the first reading, and introduced by title only Ordinance No. 1095B, amending Chapter 13.04.160 of the Lincoln Municipal Code establishing water connection charges.

ENVIRONMENTAL REVIEW:

The proposed action is not a project pursuant to California Environmental Quality Act (CEQA) Guidelines 15378(b)(4) and (5); and if were to be deemed a project, is exempt from CEQA pursuant to Sections 15061(b)(3) and 15273, 15313 and 15317.

FISCAL IMPACT:

Source Water Connection Fees ensure that the City can continue to provide necessary source water capacity to serve new development without becoming an obligation of the Water Enterprise Fund or General Fund.

ATTACHMENTS:
Attachment_A_Ordinance_to_update_Water_Connection_Fee.docx

ORDINANCE 1095B

AN ORDINANCE AMENDING SECTIONS OF THE TITLE 13 – PUBLIC SERVICES OF THE LINCOLN MUNICIPAL CODE; AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER CEQA

WHEREAS, the methodology for adjusting Source Water Connection Fees for Regulated and Unregulated Capacity are set forth in Section 13.04.360 of the City of Lincoln Municipal Code; and

WHEREAS, the Source Water Connection Fee for Regulated Capacity is $16.03, approved by resolution by the City Council on July 08, 2025; and

WHEREAS, the updated Source Water Connection Fee for Unregulated Capacity utilizing the most recently published Water Connection Charges for Placer County Water Agency for Zone 6 – City of Lincoln is $22.45 per gallon, approved by resolution by the City Council on July 08, 2025; and

WHEREAS, the City Council hereby finds that the adjustments are in accordance with the provisions of Section 13.04.360 of the City of Lincoln Municipal Code and provides sufficient evidence to conclude that the revised fees do not exceed the cost to provide the services for which the fees are charged; and

WHEREAS, the City Council desires that the City Manager annually adjust and set the Source Water Connection Fees for Regulated and Unregulated Capacity; and respectively the adjustments shall be based on the annual percentage change in the Engineering News Record – Construction Cost Index for the San Francisco Area and the published Placer County Water Agency Water Connection Charges for Zone 6 – City of Lincoln; and

WHEREAS, this action is found to be in compliance with the requirements of California Government Code § 66016 and 66018; and

WHEREAS, enactment of this resolution does not constitute a “Project” as that term is defined under the California Environmental Quality Act (CEQA), CEQA Guidelines Section 16060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378). Furthermore, the City Council finds that there is no possibility that the adoption of these fees could have a significant effect on the environment, therefore, no further environmental review is necessary in accordance with CEQA Guidelines Section 15061(b)(3).

NOW, THEREFORE, the City Council of the City of Lincoln does ordain as follows:

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

Section 2. **CEQA Analysis.** This ordinance is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code Section 21000, et seq., and as further governed by 14 California Code of Regulations Section 15000, et seq., because it is not a project as contemplated by 14 C.C.R. Section 15378. In addition, even if this Ordinance were subject to CEQA, the City Council finds this Ordinance would be exempt from the requirements of CEQA pursuant to 14 C.C.R. Section 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

Section 3. **Severability.** If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 4. **Publication.** Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code Section 36933(c)(1) are met.

Section 5. **Amendment**. Section 13.04.360 is hereby amended as follows

13.04.360 - Established—Apportionment—Purpose.

(a) There shall be a charge for a new service connection or for a change in size or location for the customer's benefit which shall be paid before work is started. Water connection fees shall include the city's water connection charge pursuant to Section 13.04.160 and

(b) Rate of charge for source water capacity for regulated capacity shall be as set forth in the Lincoln Nexus Study Report—Water Connection Charge Study, adopted by Ord. 1003B on January 28, 2020.of the peak day demand. The water connection charge set forth herein shall be subject to an annual adjustment up to the change in the San Francisco Construction Cost Index (CCI) as reported by the Engineering News Record (ENR). The annual adjustments shall be effective each July 1.

(c) Rate of charge for source water capacity for Unregulated Capacity of the peak day demand shall be in accordance with the cost to the city in accordance with service connections for Regulated Capacity by Placer County Water Agency for Zone 6—City of Lincoln. Annual adjustments to the source water capacity charges by Placer County Water Agency shall be effective each January 1 or as soon as feasible thereafter.

(d) Connection fees for every service connection to the city water system are established for the purpose of providing funds for the payment of the costs for design and construction of the city's water system, to purchase source water capacity from wholesale water providers, and for those purposes authorized by Resolution 78-77.

(e) Source water capacity shall be based on the peak day demand for non-residential facilities by the methods for calculation of required connection specified in Section 13.04.160 and shall be based on gallons per day.

(f) Source water capacity for residential facilities shall be on the basis of gallons per day as follows:

[Table of lot size and Source Water Connection (gdp)]

INTRODUCED at a regular meeting of the City Council for the City of Lincoln on July 22, 2025.

PASSED AND ADOPTED this 12th day of August 2025

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 8.A

SUBJECT: Waive First Reading and Introduce 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, and further finding the Ordinance is Exempt from further Environmental Review under the California Environmental Quality Act. (Mikaela Noble)

SUBMITTED BY: Mikaela Noble

DEPARTMENT: Community Development

DATE: August 12, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, consider the information contained in the staff report as well as the testimony of the public, and take the following actions:

1. Determine that an Addendum to the Village 1 Specific Plan Environmental Impact Report (EIR) (SCH #2010102018) for the Stardust project was previously adopted by the City Council, and therefore, no additional environmental review is required;
2. Consider waiving first reading and adopting by title only an Ordinance establishing a Development Agreement between the City of Lincoln and Stardust 80, A California Limited Partnership for the development of approximately 78 acres within the Village 1 Specific Plan Area.

BACKGROUND/INTRODUCTION:

The Stardust project is located within the Village 1 Specific Plan. The subject property is approximately 78 acres and is zoned Village Low Density Residential (VLDR), Village Open Space (VOS) and Village Parks and Recreation (VPR). In July 2024, City Council approved the Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map for the Stardust project for the development of 302 VLDR units. An Addendum to the Village 1 Specific Plan Environmental Impact Report (EIR) was adopted as part of the project application (Attachment 1). At that time, the Development Agreement between the City of Lincoln (City) and Stardust 80, A California Limited Partnership (Owner) was still in process and was not brought forward with the project's other entitlements.

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

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

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

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

- Payment of fees and exactions listed in the Development Agreement;
- Construction and/or financing of public infrastructure improvements necessary to serve the project, as set forth in the Village 1 Infrastructure Financing Plan;
- Construct a 12-18” water transmission main along the frontage the project site and connecting to McBean Park Drive;
- Dedicate to the City all rights to groundwater underlying the project site, if such dedication is also required by the City of other major developers or subdividers;
- Design the drainage system for the project in accordance with the Village 1 Master Drainage report;
- Provide neighborhood and regional parks at the population ratios. This requirement can be met through payment of applicable park fees;
- Comply with local, State and federal regulatory requirements for open space preservation and maintenance and habitat and wetland mitigation, including a financing mechanism;
- Construct trails shown on the Small Lot Tentative Subdivision Map;
- Mitigate for impacts on oak tree resources and Swainson’s Hawk foraging habitat as required by the EIR. This obligation can be met through payment of fees through the Placer County Habitat Conservation Plan, if available;
- Agree to establish one or more Community Facility Districts (CFDs) to finance for funding of public infrastructure. Developer shall be solely responsible for a shortfall if the costs of applicable public improvements exceed the proceeds from the CFD;

- Provide funding through a financing district and/or special tax for maintenance of existing and new public facilities needed by the project as identified in the IFP. Alternatively, the HOA may perform any of the maintenance obligations that would otherwise be including within a financing district, subject to the City's satisfaction;
- Provide a funding mechanism for public services needed by the project where the costs would fall short of the amounts identified in the tax sharing agreement between the City and County;
- For interim public safety costs, provide either a one-time payment per building permit or an alternative financing mechanism to fund the shortfall in revenue prior to sale of homes; and
- Pay prevailing wages for construction of public improvements, consistent with State law.

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

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).

LEVINE ACT COMPLIANCE:

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

The applicant submitted a Levine Act Statement to the City and cited no contributions to a City elected or appointed officer totaling more than $500 within the reporting period.

FISCAL IMPACT:

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's Conditions of Approval which serve to offset the cost of services being provided by the City.

ATTACHMENTS:
Attachment 1 Resolution 2024-157.pdf

Attachment 2 Ordinance XXXXB.pdf

RESOLUTION 2024 - 157

A RESOLUTION BY THE CITY COUNCIL ADOPTING THE PROPOSED ADDNEDUM TO THE CERTIFIED VILLAGE 1 SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH #2010102018) CERTIFYING THAT THE STARDUST PROJECT WILL NOT RESULT IN ANY NEW SIGNIFICANT INFORMATION OF SUBSTANTIAL IMPROTANCE, NEW IMPACTS, NEW MITIGATION MEASURES, NEW OR REVISED ALTERNATIVES, OR AN INCREASE IN THE SEVERITY OF PREVIOUSLY IDENTIFIED IMPACTS THAT WOULD REQUIRE MAJOR REVISIONS TO THE VILLAGE 1 SPECIFIC PLAN EIR, AND THEREFORE, PURSUANT TO STATE CEQA GUIDELINES SECTION 15162, THE PREPARATION OF AN ADDITIONAL SUPPLMENTAL OR SUBSEQUENT EIR IS NOT REQUIRED

WHEREAS, the City of Lincoln ("City") received an application from Beazer Homes Holdings, LLC ("applicant"), seeking approval of the Stardust project; and

WHEREAS, the proposed Stardust Project includes residential uses, parks and recreation, 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 and adopted Mitigation Monitoring Program, as revised on September 26, 2023, which is included as Exhibit 5B, shall remain applicable to the Stardust Project; and

WHEREAS, the mitigation measures provided within the previously certified Final EIR for the Village 1 Specific Plan have been imposed on and incorporated into the Project as Conditions of Approval, and will mitigate or avoid significant environmental effects; and

WHEREAS, the Project will not substantially modify the location of or area of land disturbance and will retain all lands previously anticipated to be preserved and undisturbed as analyzed in the EIR; and

WHEREAS, the City of Lincoln, as Lead Agency, has determined the Project includes minor technical changes as allowed in the Village 1 Specific Plan; and an Addendum to the certified EIR has been prepared (provided as Exhibit 5A); and

WHEREAS, the City consulted with the United Auburn Indian Community of the Auburn Rancheria (UAIC) and reached agreement on treatment of Tribal Cultural Resources

that could be affected by the Project, with consultation closing on June 4, 2024; and

WHEREAS, on June 19, 2024, the Planning Commission reviewed and considered the above Environmental Documents, and recommended that the City Council determine the Project would not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the EIR and certify the Addendum to the Village 1 Specific Plan; and

WHEREAS, notices describing the Stardust Project and the time and place of the City Council hearing, including a general explanation of the matter to be considered, was published in a newspaper of local circulation and sent to neighboring property owners pursuant to Section 18.92 of the Lincoln Municipal Code; and

WHEREAS, the City Council of the City of Lincoln, on July 23, 2024, did hold a duly noticed public hearing and, following discussion and public testimony, voted to determine the Project not would result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the EIR.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN DOES HEREBY MAKE THE FOLLOWING DETERMINATIONS:

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

Section 2. All mitigation measures contained with the Final EIR for the Village 1 Specific Plan Project (State Clearinghouse #2010102018), as revised, shall remain in force and effect and shall, to the extent still relevant, apply to the project.

Section 3. Based upon the previsions of CEQA Guidelines Sections 15182 and 15162 and the documentation provided in Exhibit 5A, Addendum to the Village 1 Specific Plan EIR, the preparation of an additional supplemental or subsequent EIR is not required prior to approval of the proposed entitlements.

PASSED AND ADOPTED this 23rd day of July, 2024, by the following roll call vote:

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

Daniel Karleskint

Dan Karleskint, Mayor

ATTEST:

Gwen Scanlon

Gwen Scanlon, City Clerk

Exhibits:
5A. Addendum to the Village 1 Specific Plan EIR
5B. Updated Mitigation Monitoring Program (MMP) for Village 1 Specific Plan EIR

STARDUST PROJECT IN VILLAGE 1

CEQA ADDENDUM

INTRODUCTION

The Stardust project is located within the Village 1 Specific Plan. The Village 1 Specific Plan (Specific Plan) provides direction for development of 1,832 acres of land within the City of Lincoln[1]. The Specific Plan identifies land use designations and zoning for the plan area, the circulation system, utilities systems, parks and open space, and other planning considerations. In addition, the Specific Plan includes a wide range of goals and policies, design guidelines and development standards that will guide development within Village 1.

The City certified an Environmental Impact Report for the Village 1 Specific Plan EIR (SCH No. 2010102018), adopted the Mitigation Monitoring Program, and approved the Specific Plan on November 27, 2012. In 2013, revisions to the Specific Plan and an addendum to address changes to the Oak Tree Lane connection to Sierra College Boulevard and provision of an additional elementary school site were adopted. In 2015, 1,712 acres of the Village 1 Specific Plan were annexed to the City. Approximately 120 acres of the adopted Specific Plan were not included in that annexation due to opposition of the property owners. In March 2020, the Specific Plan was revised, and rezoning was adopted for a portion of the plan area known as Turkey Creek Estates, which occupies 248 acres on the eastern side of the plan area, north of SR 193. The amendments reduced the amount of land designated Village Country Estates (VCE) within the northern portion of the Turkey Creek Estates project, and increased the amount of Village Low Density Residential (VLDR) acreage. This resulted in a reduction of 128 VCE units and a corresponding increase of 128 VLDR units. Parks acreage was also reduced slightly, and there was an increase in the amount of open space. The total amount of developable acreage within the Specific Plan was unchanged. In September 2023, the City Council approved another amendment to the Village 1 Specific Plan, realigning Oak Tree Lane and making minor modifications to the land use plan. As a result, the total number of residential units was reduced to 5,610 from 5,639.

The Stardust project is proposed for Planning Areas (PA) 21, 49, and 68, portions of Planning Areas 23 and 51 and a landscape corridor (LSC). The Stardust project (project) would make minor changes to the boundaries of the land use designations within the project site.

The California Environmental Quality Act (CEQA) Guidelines Section 15163 state that a lead agency or responsible agency may prepare a Supplement to an EIR if any of the conditions described in Section 15162 for a Subsequent EIR are present, and if only minor additions or changes to the previous EIR are necessary to make the previous EIR adequately apply to the project in the changed situation. The following are conditions contained in the CEQA Guidelines Section 15162 that would apply to the preparation of a Subsequent EIR:

1. Substantial changes are proposed in the project which would require major revisions of the previous EIR or negative declaration due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken, which would require major revisions of the previous EIR or negative declaration due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have

[1] Approximately 120 acres are located outside of the City limits, but within the City's Sphere of Influence.

been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

a) The project would have new or more significant effects not discussed in the previous EIR or negative declaration;

b) Significant effects previously examined would be substantially more severe than shown in the previous EIR;

c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the proposed proponents decline to adopt the mitigation measures or alternative; or

d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adapt the mitigation measure or alternative.

This addendum evaluates whether the Stardust project is fully and adequately addressed by the Village 1 Specific Plan EIR, as most recently modified and certified. For the reasons discussed below, the proposed Stardust project would not result in new significant environmental impacts or substantially increase the severity of environmental impacts identified in the Village 1 EIR. In several instances, impacts would be increased very slightly due to the reduction in open space acreage within the project site. However, this change would not substantially increase any impacts identified in the EIR. The discussion in this Addendum focuses on impacts that were found to be significant, with or without mitigation, in the Village 1 EIR and/or for which the proposed Stardust project would result in a substantial change in the severity of an impact (either reducing or increasing the severity).

PROJECT OVERVIEW

The Stardust project provides for residential development, parks/recreation facilities and open space on approximately 77.74 acres located within the Village 1 Specific Plan (Specific Plan) area within the City of Lincoln.

Project Location

The project site is located in the City of Lincoln south of State Route (SR) 193/McBean Park Drive (see Figure 1) within the Village 1 Specific Plan (see Figure 2). The current parcel address is 200 Stardust Lane, Lincoln, CA 95648 (Assessor's Parcel Number 021-274-040-000). The project is bounded by Stardust Lane to the east, and vacant Village 1 parcels to the south and west and State Route 193/McBean Park Drive to the north. The proposed project would be developed on both the east and west side of the future Oak Tree Lane extension. The north branch of Ingram Slough traverses the project site, and flows from the southeast to the north, and easterly as it crosses the future Oak Tree Lane alignment north of the project site.

Proposed Project Components

A total of 302 VLDR units are proposed for 51.61 acres, resulting in a density of 5.85 units per acre, consistent with the maximum allowed 5.9 units per acre for the VLDR designation. The proposed project also includes a 2.08 acre park and recreation center, and approximately 19.9 acres of open space. The layout of the proposed project is shown in Figure 3.

The proposed recreational facility would be located near one of the project entrances, east of the Oak Tree Lane extension. Final design of the building and surrounding amenities has yet to be determined; however, outdoor amenities such as a pool, pickleball courts, bocce ball courts and a pet park are

anticipated. Outdoor areas would have LED lighting. The recreational center would connect to the network of trails and walkways within the project site, which would ultimately connect with the trails planned throughout the Village 1 plan area.

The Stardust project would develop Planning Areas (PA) 21, 49, and 68, portions of Planning Areas 23 and 51 and a landscape corridor (LSC). Under the adopted Specific Plan, PAs 21 and 23 are designated and zoned Village Lower Density Residential (VLDR). This zone allows for 3.0 to 5.9 residential units per acre. PAs 49 and 51 are designated and zoned Village Open Space (VOS). PA 68 is designated and zoned Village Parks and Recreation.

The proposed project would develop the project site with land uses and densities that are consistent with the adopted Specific Plan. The acreage for each use would vary slightly from the adopted Specific Plan, as shown in Table 1 and Figure 4. In addition, parcel boundaries would be modified slightly, including the boundaries for the VOS parcels. As a result, there would be a slight reduction in the amount of open space provided—0.13 acres, or less than one percent of total open space within the project site, and less than 0.03 percent of open space within Village 1 as a whole. At the same time, the acreage for Village Parks and Recreation (VPR) would increase by 1.08 acres, more than double the amount provided for in the adopted Specific Plan.

Table 1
Land Use Comparison

Land Use/Zone	Adopted Specific Plan Acreage	Proposed Acreage	Difference
Village Low Density Residential (VLDR)*	53.21	51.61	-1.6
Village Open Space (VOS)	20.03	19.9	-0.13
Village Parks and Recreation (VPR)	1	2.08	+1.08
Landscape Corridor	0.85	1.22	+0.37
Rights-of-Way/PUE/Lift Station	2.65	2.93	+0.28
Total	77.74	77.74	0

*Under the proposed project, this includes a 0.2-acre lift station and a 0.066-acre public utility easement.

The applicant has also provided an alternative layout with the lift station located outside the project area. Under that alternative, the number of residential units and open space acreage would be unchanged. As shown in Table 2, there would be slight alterations in the VLDR, landscape corridor and the rights-of-way acreages. Because the unit count and open space acreages would be unchanged, and the 0.2 acre lift station would occur offsite, but within the Village 1 Specific Plan area, the environmental effects of these two layouts would be the same.

The 302 residences would be single or two story, with two car garages. Floor plans would range in size from 1,800 to 3,500 square feet.

Circulation

Access to the project site would be provided by the extension of Oak Tree Lane north to SR 193/McBean Park Drive. Because the proposed project is anticipated to be constructed prior to completion of the Oak Tree Lane extension, the project would be responsible for constructing the portion of Oak Tree Lane from the southern boundary of the project site to SR 193/McBean Park Drive. This section of Oak Tree Lane is planned to have single travel lanes in each direction, with bike/NEV lanes and separated sidewalks on each side.

Table 2 Comparison of Alternative Layouts			
Land Use/Zone	**Proposed Project**	**Alternative A**	**Difference**
Village Low Density Residential (VLDR)*	51.61	51.56	-0.05
Village Open Space (VOS)	19.9	19.9	0
Village Parks and Recreation (VPR)	2.08	2.08	0
Landscape Corridor	1.22	1.27	+0.05
Rights-of-Way	2.93	2.93	0
Total	77.74	77.74	0
*Under the proposed project, this includes a 0.2-acre lift station and a 0.066-acre public utility easement; Alternative A does not include the lift station.			

An emergency vehicle access (EVA) would connect the northernmost internal road to Stardust Lane, adjacent to the eastern project boundary. The EVA would be gated and at least 20-feet wide, and an override would be provided for emergency vehicles to access the site.

Where Oak Tree Lane crosses Ingram Slough, a culvert would be installed to allow passage of water. The culvert is anticipated to be 5 feet by 12 feet, subject to final design and approval.

Utilities

Water, sewer and drainage services will be provided by the City of Lincoln. Under the Village 1 Specific Plan, major water, sewer and dry utility lines will be placed within the Oak Tree Lane right-of-way, connecting to lines in SR 193/McBean Park Drive. The proposed project would install these lines in the portion of Oak Tree Lane constructed within the project site and to the north to the connection with SR 193/McBean Park Drive. In addition, the proposed project would install a water line between the southern project boundary and the terminus of the existing eastern portion of Oak Tree Lane. This line would provide redundancy prior to completion of the entire Oak Tree Lane extension. The Village 1 EIR anticipated that utility lines would be placed in the entire Oak Tree Lane extension; installing the water line in advance of other development in Village 1 and/or completion of the entire Oak Tree Lane extension would not alter the impacts identified in the EIR.

A sewer lift station is proposed to be installed on the east side of Oak Tree Lane, immediately south of the northern project boundary. It is possible that the City would approve a lift station elsewhere in Village 1 that could serve the Stardust project. An alternative lotting and street configuration is provided in that case.

Two Low Impact Development (LID) detention basins would be constructed within the northwestern open space area to collect and treat project stormwater runoff.

ENVIRONMENTAL ANALYSIS

Aesthetics and Visual Quality

The Village 1 EIR found that changes in the visual character of the plan area would be a significant and unavoidable impact due to the conversion of open views of agricultural land and oak woodlands to an urban and suburban development (Impact 4.1-2). The proposed Stardust project would not substantially alter the visual impacts of the Specific Plan. The project site is not visible from any roadways other than Stardust Lane. The proposed project would alter existing views from Stardust Lane by converting the existing grazing land to urban uses. As required by the Village 1 General Development Plan, building heights in the VLDR zone are limited to two stories or 36 feet. The primary

views from Stardust Lane would be of fencing and a landscape corridor that would be located adjacent to the road. Roofs and second stories may also be visible, and a small view of the project development would be possible from the EVA connection. The Specific Plan provided for single-family homes backing up to Stardust Lane, and the project development must comply with the design standards of the Specific Plan, so the visual character of the proposed project would be consistent with the Specific Plan and Village 1 EIR conclusions.

Impacts Associated with Ground Disturbance

The project proposes a very slight decrease in the amount of land designated open space within the project site—a reduction of 0.13 acres or approximately 0.65 percent. While this would increase the amount of ground disturbance within the project site itself, the amount of Village Open Space acreage within Village 1 as a whole would not be reduced, due to changes in other projects. The 2023 amendment to the Specific Plan increased the amount of Village Open Space by approximately 28 acres, which more than offsets the slight reduction in this project. Furthermore, as discussed in more detail below, the proposed project would comply with mitigation measures and regulations that would reduce the impacts associated with ground disturbance.

Agriculture

The project site is currently used for grazing. The site is designated "Farmland of Local Importance" on the Important Farmland map[2], which is not considered Important Farmland, and is not under a Williamson Act contract. Therefore, development of the project site would not result in the substantial loss of agricultural resources (Impacts 4.2-1 and 4.2-2).

Biological Resources

Similar to the Village 1 plan area as a whole, most of the Stardust project site consists of non-native annual grassland. Other habitat includes oak savannah in the southwestern portion, with an overstory of blue, live and Valley oaks, riparian, wetlands and other waters. A tributary to Ingram Slough flows through the project area, and the eastern portion of the project site drains directly into Ingram Slough. Wetlands and other waters include riparian wetland, seasonal swale, seasonal wetland, ditch, oxbow, side channel and perennial drainage. A total of 2.885 acres of wetlands have been mapped within the project site, with an additional 0.648 feet/2,776 feet of other water features. There are no sensitive habitats (e.g., vernal pools) or critical habitat for steelhead or vernal pool fairy shrimp. There are two clusters of elderberry shrubs with a total of four shrubs that were observed onsite in the north-central portion of the project site, near natural drainages. During 2023 surveys, two active egret/heron rookeries were also observed onsite within grey pine trees. The rookeries are located along the northern and southern project boundaries.[3]

A wetland delineation was verified by the US Army Corps of Engineers (Corps) in 2016[4]. Due to the age of that the delineation, a subsequent delineation has been submitted to the Corps and verification of that map is pending.

The project site provides potential habitat for a number of special-status species. Big-scale balsam root, a special-status plant, could occur within annual grasslands and oak savannah. Ahart's dwarf rush and dwarf downingia could occur within seasonal wetlands. The annual grassland and oak savannah also provide potential foraging habitat for the following special-status bird species--burrowing owl, grasshopper sparrow, and Swainson's hawk. Nesting habitat is also present in the project site for these species, and for osprey and white-tailed kite. In addition, a perennial drainage provides potential habitat for western pond turtle. Onsite riparian areas provide potential habitat for California black rail and tricolored blackbird. The elderberry shrubs could provide habitat for Valley

[2] City of Lincoln, *Draft Environmental Impact for the Village 1 Specific Plan*, May 2012, Figure 4.2-1.
[3] Shannon Karvonen, Project Manager V/Project Director, Stantec, *Stardust Biological Preliminary Resources Summary*, February 26, 2024.
[4] Zachary Simmons, Senior Regulatory Project Manager, California Special Projects Unit, Regulatory Division, US Army Corps of Engineers, letter to Mr. Clifford Stokes, Stardust 80 LP, August 30, 2016.

elderberry longhorn beetle.[5]

With the exception of the areas in designated Village Open Space, the Stardust project would replace the natural habitats with residential development, streets, recreational uses and associated facilities. As a result, there would be a loss of wetlands and wetland species (Impacts 4.1-1, 4.4-2, 4.4-15 and 4.4-17 of the EIR), the potential loss of two special-status plant species habitat (Impact 4.4-3), potential loss of western pond turtle and/or degradation of its habitat (Impact 4.4-4), the loss of oak woodlands (Impact 4.4-14) and potential disturbance for nesting habitat for several bird species and foraging habitat for Swainson's hawk, (Impacts 4.4-5 through 4.4-8, 4.4-10 and 4.4-16). The Village 1 EIR anticipated development of this area, so the loss of biological resources would not result in new or substantially more severe impacts on biological resources. In addition, the mitigation measures identified in Section 4.4, Biological Resources, of the EIR, which must be implemented by the Stardust project, would reduce impacts on biological resources to a less-than-significant level. These measures include rare plant, western pond turtle, vernal pool crustacean and nesting bird surveys prior to initiation of ground disturbance, ensuring no net loss of wetland resources (which can be achieved through the US Army Corps of Engineers 404 permit), and compensation for loss of oak woodlands.

In lieu of implementing the biological resources mitigation measures, the Stardust applicant could opt to pay fees to the Placer County Conservation Plan (PCCP) for those species and habitats covered by the PCCP. The PCCP is a regional, comprehensive program intended to protect, enhance, and restore natural resources in western Placer County, while streamlining permitting for urban development. The PCCP includes three program components:

- The *Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan* (Plan), a joint habitat conservation plan and natural community conservation plan (HCP/NCCP) that would protect fish, wildlife, plants, and their habitats and fulfill the requirements of the federal Endangered Species Act of 1973, as amended (ESA), and the California Natural Community Conservation Planning Act (NCCPA).
- The *Western Placer County Aquatic Resources Program* (CARP) that would protect streams, wetlands, and other water resources and fulfill the requirements of the Clean Water Act (CWA) and analogous state laws and regulations.
- The *Western Placer County In-Lieu Fee Program (ILF Program)* that fulfills compensatory mitigation requirements under Section 404 of the CWA.[6]

The PCCP encompasses approximately 270,000 acres in western Placer County, including the City of Lincoln. It addresses a wide range of habitat and species, including several species each of fish, invertebrates, amphibians, reptiles, birds and mammals. Most of the special-status species that could occur within the project site are covered by the PCCP, including burrowing owl, Swainson's hawk, western pond turtle, California black rail, tricolored blackbird, vernal pool crustaceans, and Valley elderberry longhorn beetle.[7] The PCCP is also designed to provide for conservation of landscapes and natural communities through establishment of a reserve system, stream protection measures, and wetland conservation with no net loss of wetland values or function. For example, the loss of oak woodlands and/or wetlands could be mitigated through payment of the PCCP fee, which would be used to preserve and/or enhance areas with these habitats.

In 2020, the City of Lincoln adopted the Placer County Conservation Plan (PCCP) and made findings

[5] Shannon Karvonen, Project Manager V/Project Director, Stantec, *Stardust Biological Preliminary Resources Summary*, Table 4, February 26, 2024.

[6] Placer County, *Placer County Conservation Program Final Environmental Impact Statement/Environmental Impact Report*, May 2020, Table 2-11, page 1-1.

[7] Placer County, *Placer County Conservation Program Final Environmental Impact Statement/Environmental Impact Report*, May 2020, Table 2-11, page 2-39.

that the PCCP EIS/EIR adequately addressed the environmental impacts of the PCCP, including the environmental effects of future development, such as Village 1. Therefore, projects that would affect species or habitats covered by the PCCP could mitigate their impacts either by implementing mitigation measures identified during that project's CEQA process or paying the PCCP fee. For those habitats or species that are not covered by the PCCP, a project would need to implement the applicable CEQA mitigation. In the case of the Stardust project, three plant species could be affected (big-scale balsamroot, Ahart's dwarf rush and dwarf downingia)[8] and the PCCP does not address these plants. Therefore, the project would still need to implement Mitigation Measure 4.4-3, which addresses rare plant species. Mitigation Measures 4.4-12, which addresses the design of culverts on Ingram Slough, and 4.4-13, which addresses ambient light affecting wildlife, would also need to be implemented even if the applicant paid the PCCP fee.

Cultural and Paleontological Resources

At the time that the Village 1 EIR was prepared, only portions of the plan area had been surveyed for cultural resources. Mitigation Measures 4.5-1 and 4.5-2 require that surveys for historically significant and archaeological resources be conducted for those areas that had not been previously surveyed. In addition, for those resources that had been previously identified, they should be evaluated for eligibility for listing on the National Register of Historic Places (NHRP) and California Register of Historic Resources (CRHR).

As required by Mitigation Measures 4.5-1 and 4.5-2, in 2019, an evaluation of cultural resources located within the project site was prepared by Stantec, including a records search and a field verification visit. The entire site was subject to the pedestrian survey, with the exception of a 1.1-acre site due to a drainage and dense vegetation.[9] In addition, prior surveys had been conducted for the portion of the Oak Tree Lane extension that would be constructed north of the project site.[10] Resources that were identified in surveys would be preserved as specified in consultation with tribal representatives, consistent with Mitigation Measure 4.5-2, which addresses tribal consultation and treatment of identified cultural resources.

Mitigation Measure 4.5-2, as revised in September 2023, outlines the process for consultation with California Native American tribes that are traditionally and culturally affiliated with the Village 1 plan area, and that requested notification pursuant to AB 52. The City notified the United Auburn Indian Community (UAIC) of the proposed Stardust project, and the known cultural resources that exist on the project site. Representatives of the UAIC participated in site visits on March 29 and April 16, 2024. The UAIC subsequently made several recommendations regarding the treatment of certain onsite features, which the applicant agreed to. Agreement with the tribe regarding treatment of tribal cultural resources was reached, and consultation was closed on June 4, 2024.

Construction of the Stardust project would avoid some but not all identified cultural resources. For any site that qualifies as a historical resource or unique archaeological resource, Mitigation Measure 4.5-2 requires that standard professional procedures be implemented in consultation with those traditionally and culturally associated with the project site. The standard professional procedures include, but are not limited to, avoidance, protection, written and photographic documentation, or other measures identified in California Public Resources Code Section 21083.2 and/or by the tribe. In addition, the Stardust wetland permit will go through the federal Section 106 process, which requires consultation with tribal representatives, and a plan for addressing onsite cultural resources.
The Stardust project would increase the area subject to disturbance by approximately 0.13 acres, so

[8] Shannon Karvonen, Project Manager V/Project Director, Stantec, *Stardust Biological Preliminary Resources Summary*, Table 4, February 26, 2024.

[9] Robley Lawson and Erin Sherlock, Archaeologists, Stantec Consulting Services, Inc., *Cultural Resources Pedestrian Inventory Stardust Project, Lincoln, California*, January 9, 2024.

[10] Shannon Karvonen, Project Manager V/Project Director, Stantec Consulting Services, Inc., *Stardust Project Cultural Resources—Supplemental Record for Oak Tree Lane Off-site Alignment*, March 3, 2024.

the potential to disturb undiscovered archaeological resources and/or paleontological resources would be slightly increased. For areas that would be disturbed, Mitigation Measures 4.5-2 through 4.5-5 would ensure that the resources are protected from harm, evaluated, and handled by qualified professionals.

Hazardous Materials

The EIR identified several potential impacts due to potential contamination, including exposure to soil or groundwater contamination due to past agricultural and other uses (Impacts 4.7-2 and 4.7-4), and/or lead-based paint and asbestos in structures to be demolished (Impact 4.7-3). Mitigation Measure 4.7-2 requires that a Phase 1 Environmental Site Assessment (ESA) be prepared prior to approval of a specific development permit, and that any recommendations of the Phase 1 ESA be implemented.

As required by MM 4.7-2(a), a Phase 1 ESA was prepared for the project site.[11] The Phase 1 ESA reported that the project site is vacant, and has been undeveloped since at least 1937. A portion of the project site appears to have been used for agricultural purposes from at least 1962 to 1966[12]. The authors of the Phase 1 ESA recommended that soils in the area where orchards are located be surveyed for the presence of organochlorine pesticides, copper and arsenic, which can be associated with agricultural operations. Mitigation Measure 4.7-2(b) requires that the recommendations of the Phase 1 ESA be implemented to the satisfaction of the Placer County Department of Environmental Health. A Phase II Environmental Site Assessment was performed. Soil samples were taken and analyzed from 16 locations across the Project site.[13] Several chemicals associated with pesticides were identified, but all were at levels below applicable thresholds for residential exposure. The Phase II ESA concluded that there were no remaining environmental concerns with the site, and that no further study was needed.[14]

No groundwater wells monitored by the Department of Water Resources were identified on the project site or within a half-mile radius[15]. No underground storage tanks or other potentially hazardous features were identified within the project site. For these reasons, construction worker and project occupants would not be exposed to substantial health risks associated with existing contaminated soils.

The Village 1 EIR also addressed hazardous materials impacts resulting from the abandoned Titan missile base. The Stardust project site is not located on parcels that are affected by the abandoned missile base, and is therefore not subject to contamination from the base.

Because the Village 1 EIR anticipated that historic uses within the plan area, including the Stardust project site, could contain contaminated soils and hazardous materials, and the Stardust project has already implemented mitigation identified in the EIR, and there are no identified contaminants that would affect human health or the environment, the Stardust project would not alter the severity of impacts related to hazardous materials.

Hydrology and Water Quality

The amount of acreage that would be developed under the proposed project would be consistent with the Village 1 EIR assumptions. There could be a minute increase in the amount of ground disturbance and impervious surface due to the 0.13-acre reduction in open space. As a result, the proposed project could slightly increase stormwater runoff and therefore potentially increase flood volumes requiring

[11] Universal Engineering Sciences, *Phase 1 Environmental Site Assessment, Stardust Property, 200 Stardust Lane, Lincoln, Placer County, California,* May 19, 2023.
[12] Universal Engineering Sciences, *Phase 1 Environmental Site Assessment, Stardust Property, 200 Stardust Lane, Lincoln, Placer County, California,* May 19, 2023, page 33.
[13] Universal Engineering Sciences, *Phase II Environmental Site Assessment, Stardust Property*, July 5, 2023, page 1.
[14] Universal Engineering Sciences, *Phase II Environmental Site Assessment, Stardust Property*, July 5, 2023, page 3.
[15] Universal Engineering Sciences, *Phase 1 Environmental Site Assessment, Stardust Property, 200 Stardust Lane, Lincoln, Placer County, California,* May 19, 2023, page 17.

storage (Impacts 4.8-1, 4.8-2, 4.8-7 and 4.8-9), as well as the potential degradation of stormwater runoff due to erosion and/or urban contaminants (Impacts 4.8-4, 4.8-5 and 4.8-9). The increase in runoff would be relatively slight, because the reduction in developable acreage would be slight (only 0.13 acre). Furthermore, the 2023 amendment to the Specific Plan increased the amount of Village Open Space by approximately 28 acres. Therefore, there would still be more open space (and less disturbed land and impervious surface) than assumed in the Village 1 EIR. Furthermore, the mitigation measures identified in Section 4.8, Hydrology and Water Quality, would be required of the Stardust project, and would be adequate to reduce impacts related to water quality, flooding and hydrology to a less-than-significant level.

Land Use

The Stardust project would not alter the potential for land use conflicts within the plan area, because the same types and intensities of uses as provided for in the Specific Plan would be developed (Impact 4.9-1). There would not be, for example, a substantial change in the types of land uses within the project site, or the allowable residential densities and/or commercial square footage. There are agricultural uses immediately east of the project site. For the most part, lands adjacent to the project site are used for rural residential and low-intensity agriculture, such as grazing. Nonetheless, project residents could find some attributes associated with livestock to be a nuisance, such as odors and flies. The Village 1 General Development Plan requires a minimum 20-foot building setback for VLDR parcels adjacent to the agricultural lands to the east. The project also proposes a landscape corridor adjacent to Stardust Lane. The building setback, landscape corridor and Stardust Lane would provide separation between the project site and adjacent agricultural uses. Mitigation Measure 4.9-1(b) requires homebuyers of residences adjacent to active agricultural operations to be provided information regarding the agricultural operations and potential nuisance activities, including a copy of the Placer County Right-to-Farm Ordinance. This measure would apply to VLDR parcels proposed along the eastern boundary of the plan area, and would ensure that homeowners are aware of the agricultural activities that could occur in their vicinity. This mitigation measure, in combination with the separation between the project site and adjacent agricultural uses, would ensure that the potential conflicts between project residences and adjacent rural areas would continue to be less than significant.

Noise

There are existing residences located along Stardust Lane that would be subjected to construction noise during project development. Mitigation Measure 4.10-2 would reduce impacts associated with construction activities to a less-than-significant level by limiting construction hours, locating staging areas away from residential areas, muffling construction equipment and notifying residents within 300 feet of project site when construction will occur. Because the proposed project would not alter the area being developed, this measure would continue to be adequate to address project construction.

The proposed project would not alter traffic generated by the Village 1, so there would be no change in future traffic noise levels (Impacts 4.10-1 and 4.10-4). As shown in Village 1 Draft EIR Table 4.10-12, the 60 dBA Ldn contour will be approximately 206 feet from the centerline of Oak Tree Lane. Residents within these contours could be exposed to exterior and interior noise levels that exceed City standards. Mitigation Measure 4.10-5(a) requires that one or more measures be included to reduce noise levels for residences in areas where the external noise levels would exceed 60 dBA Ldn, such as noise barriers, windows with a minimum sound rating of 32 and no exterior wall cavities. These measures would ensure that project residents would not be exposed to unacceptable traffic noise levels.

Traffic, Air Quality, and Greenhouse Gas Emissions

Traffic

Since the Specific Plan was adopted, the CEQA Guidelines have been revised to shift the analysis of traffic impacts from Level of Service (LOS) to Vehicle Miles Traveled (VMT). After July 1, 2020, EIRs

must analyze a project's effect on VMT, and LOS can no longer be used as a standard of significance for CEQA purposes. The Village 1 Specific Plan EIR did not address VMT, because level of service was the standard of significance used to evaluate traffic impacts at that time. While changes in level of service are no longer evaluated under CEQA, the City does have General Plan policies that address LOS.

Because the Stardust project would not increase the number of units within the Village 1 plan area, the project would not change the amount of traffic. Consequently, the Stardust project would not alter the conclusions of the EIR with respect to levels of service. In addition, it would not increase the number of vehicle miles traveled associated with the Specific Plan (Section 14 of the Draft EIR). In addition, as required by Mitigation Measure 4.14-7, the Stardust project would contribute its fair share toward the funding of improvements identified as mitigation.

The Village 1 Specific Plan EIR also analyzed the effects of the Specific Plan on transit demand (Impact 4.14-5) and pedestrian, bicycle and NEV vehicle use (Impact 4.14-6). No changes to the provision of transit, bicycle/NEV lanes or pedestrian facilities are proposed by the Stardust project. Bike/NEV lanes and sidewalks will be provided on the portion of Oak Tree Lane through constructed by the project; therefore, these impacts would continue to be less than significant under the proposed project.

Air Quality and Greenhouse Gas Emissions

The slight reduction in open space within the project site and the associated increase in the amount of acreage that could be developed could increase the amount of emissions generated during construction (Impact 4.3-1). This increase would not be enough to substantially increase daily emissions levels. Furthermore, the Village 1 Specific Plan was amended in 2023 to include more open space than assumed in the original EIR. Therefore, the amount of construction anticipated in the EIR would be slightly more than would occur under the 2023 Specific Plan, even with the slight increase associated with the proposed project. Furthermore, project construction would comply with Mitigation Measure 4.3-1, which requires dust control and other measures to reduce air pollutant emissions during construction. Therefore, the short-term significant and unavoidable impact due to construction emissions would not be more severe than identified in the Village 1 EIR.

Motor vehicle use is one of the major sources of both air pollutants and greenhouse gas emissions. The proposed Stardust project would not alter the total number of dwelling units or the amount of commercial development within the Village 1 plan area. Therefore, the amount of vehicle and other emissions generated would be consistent with the EIR assumptions, and the conclusions of the EIR would not change. (Impacts 4.3-2, 4.3-3, 4.3-5, 4.3-6 and 4.6-1).

Public Services and Utilities

New development within Lincoln is required to provide both preserved open space and traditional parks. The Village 1 Specific Plan includes 40% of open space (732.8 acres) which is consistent with the General Plan open space requirement. In reviewing the appropriate amount of park land within a development project, the City considers the amount of parkland anticipated in the Village 1 Specific Plan, the General Plan park standards, and the unique characteristics of the individual project.

The City of Lincoln General Plan establishes a standard of 3 acres of Neighborhood Park, 3 acres of open space and 3 acres of citywide parks per 1,000 residents within any project that is approved subject to a Development Agreement, which is required for this project. The Village 1 Specific Plan adjusted the requirement for neighborhood parks to 2.43 acres per 1,000 residents, due to the large amount of open space provided within Village 1.[16]

[16] Frayji Design Group, Inc., *Village 1 Infrastructure and Facilities Financing Plan (Financing Plan), Volume 2, Infrastructure and Phasing Plan*, April 9, 2016, page 32 and Appendix 26.

The Village 1 Specific Plan establishes the household population (number of persons expected per household) for various residential densities. The assumed household population of low density residential development is approximately 3.6 persons per household[17]. Given the project proposes a maximum of 302 homes, it is assumed that the Stardust project will have approximately 1,087 residents at build out. Therefore, the Stardust project would be required to provide for 3.3 acres of open space, 3.3 acres of regional park and 2.64 acres of neighborhood park.

The project's obligation for 3.3 acres of open space would be fully met through the preservation of approximately 20 acres of open space on site.

The project's 5.9-acre obligation for neighborhood/community parks would be met through the development of a up to 2 acres of park/recreation facility onsite, and the payment of park fees, based on the credit received for onsite acreage. As required by Mitigation Measure 4.12-7, these fees would off-set the cost of constructing the neighborhood/community parks planned within the Village 1 plan area, which could include developing the remainder of the lake front in the western portion of the Specific Plan area, other recreational amenities that are adjacent to the Stardust project site, or other park sites.

The EIR found that the impacts on other public services would be less than significant, which would continue to be the case under the proposed Stardust project.

Because the Stardust project would not alter the total number of residential units or commercial square footage within the Village 1 plan area, and would install infrastructure needed to serve both the project and future Village 1 development, there would be no change in demand for water supply, and generation of wastewater, energy and solid waste (Impacts 4.13-1 through 4.13-12).

CONCLUSION

As indicated in the above analysis, the proposed Stardust project would not result in a new significant impact or an impact that is substantially more severe than what was identified in the Village 1 Specific Plan EIR, and no revisions to the EIR, including mitigation measures, are necessary to address the impacts of the project. Therefore, the proposed Stardust project would not result in any conditions identified in CEQA Guidelines Section 15162, and a subsequent or supplemental EIR is not required.

[17] City of Lincoln, *Draft Environmental Impact Report for the Village 1 Specific Plan*, May 2012, page 4.12-19.

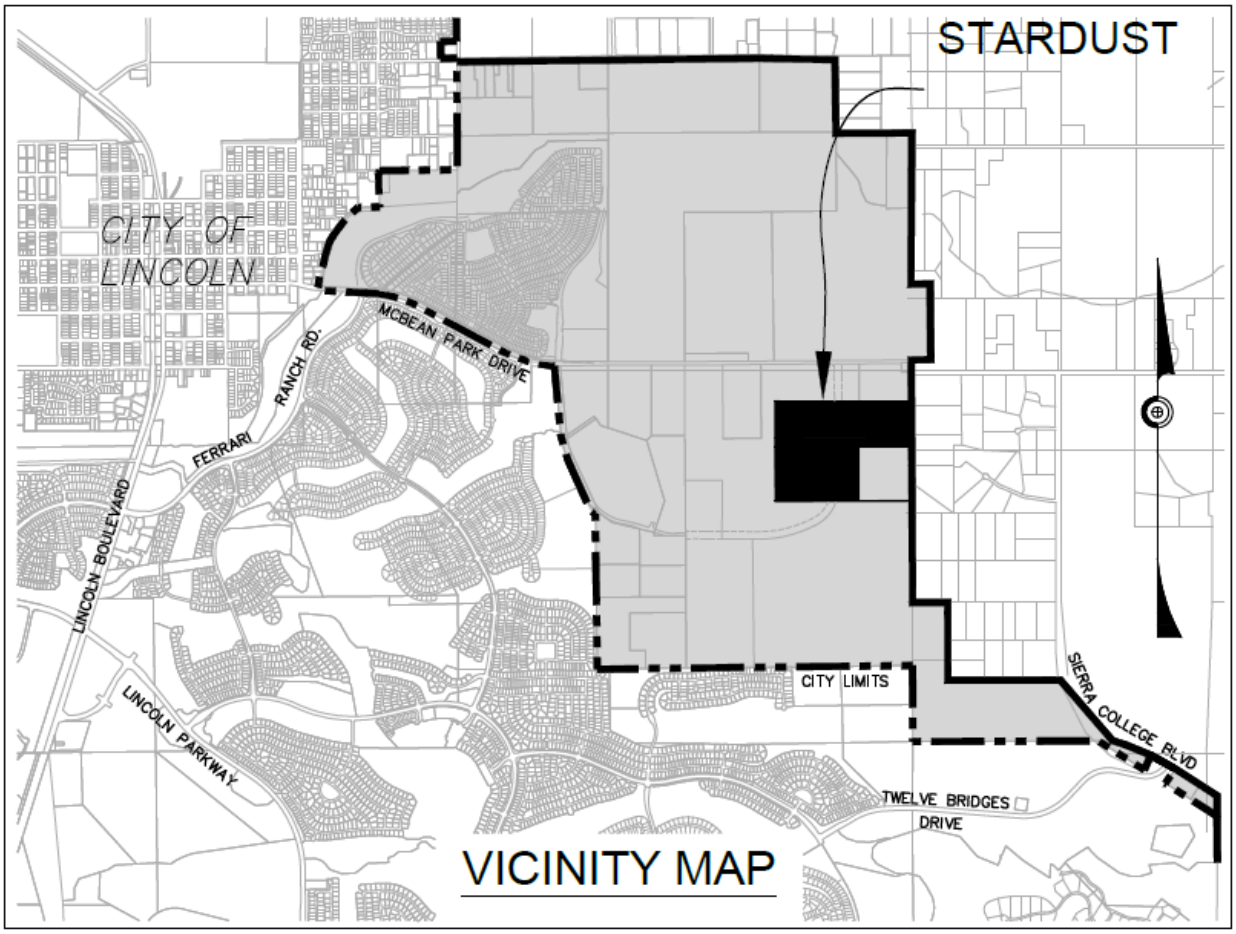
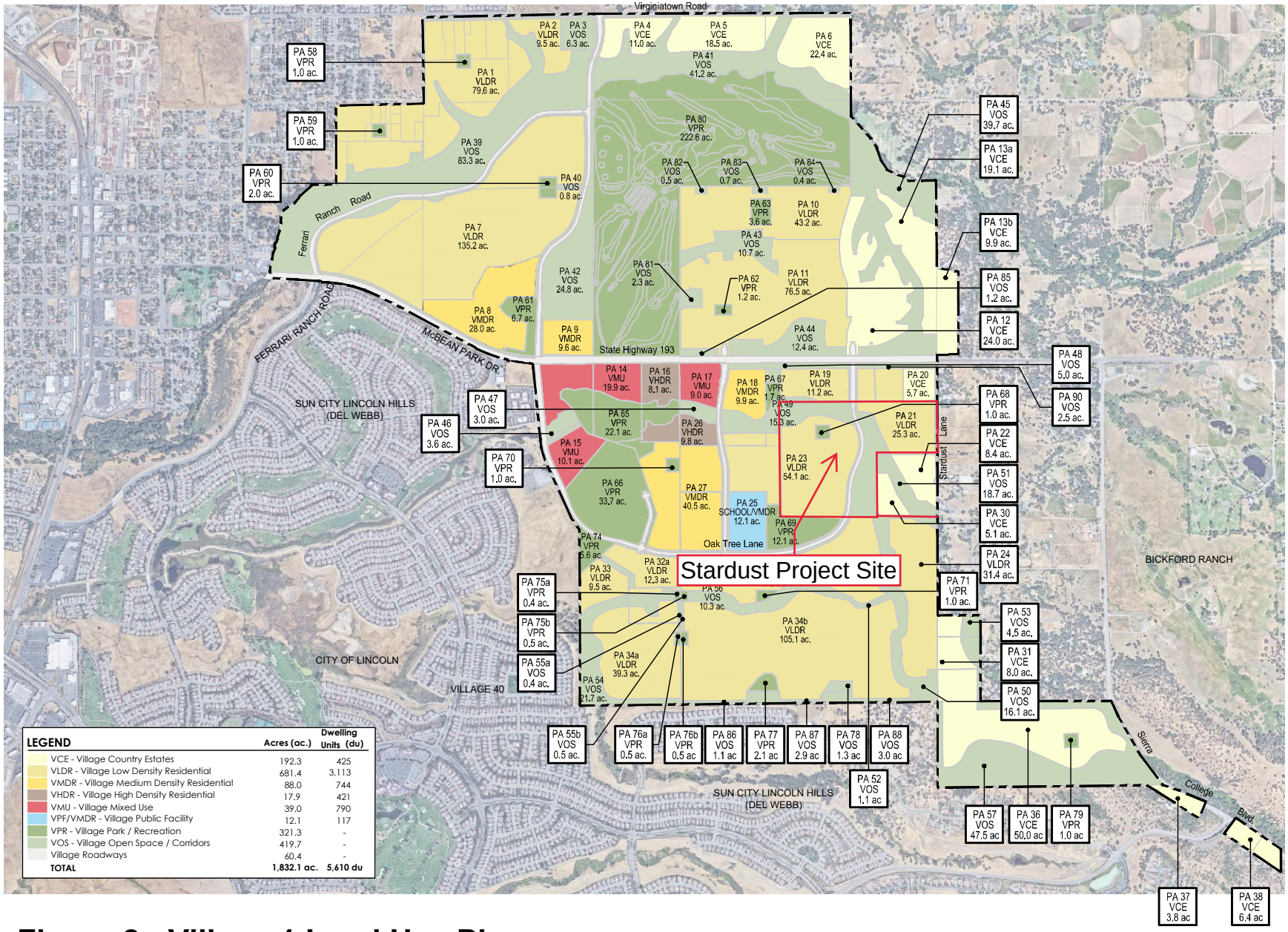


Figure 1: Project Site Location



Figuer 2: Village 1 Land Use Plan

Exhibit 5A
Figure 3

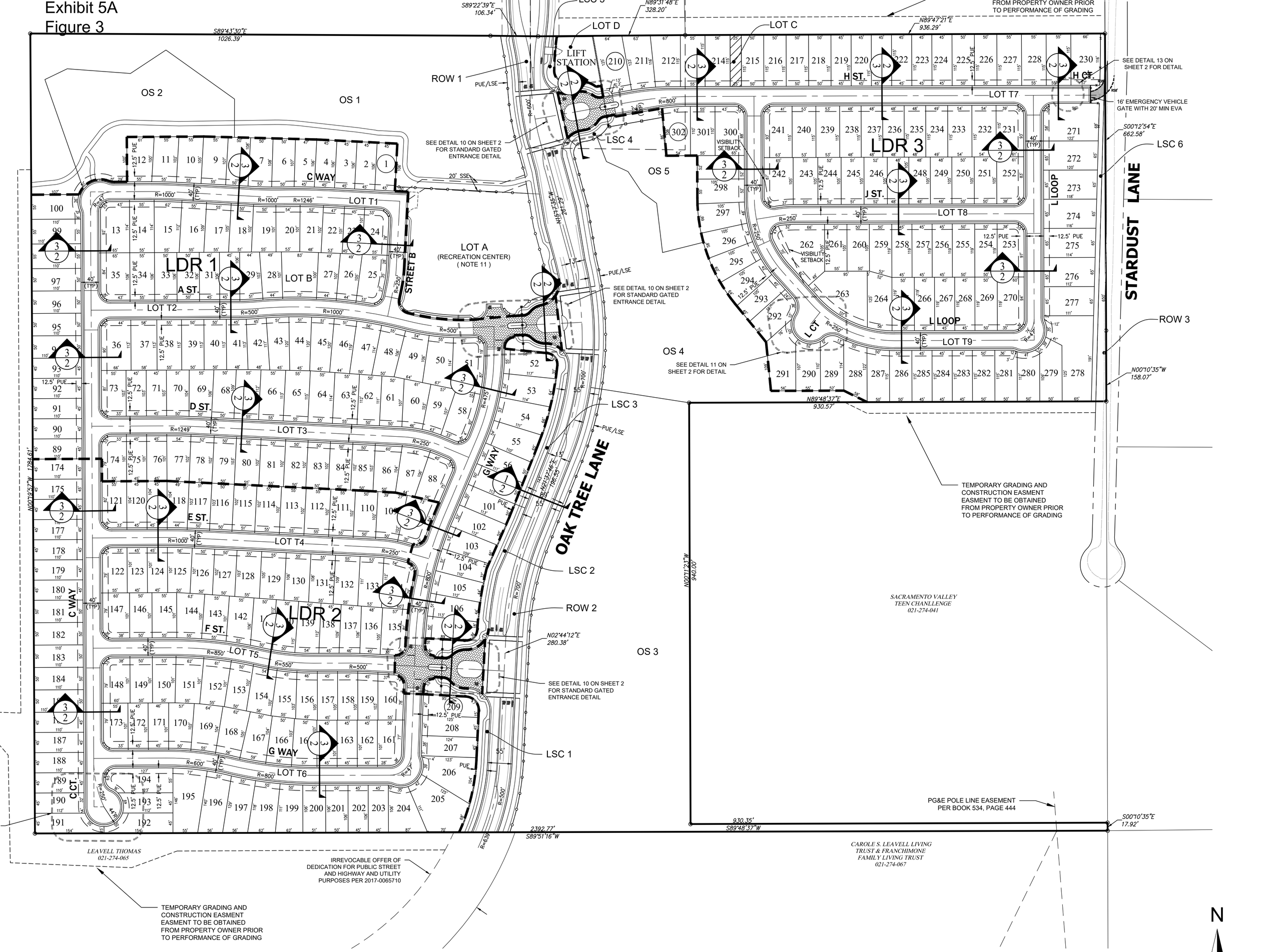
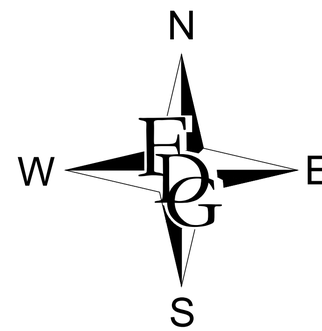
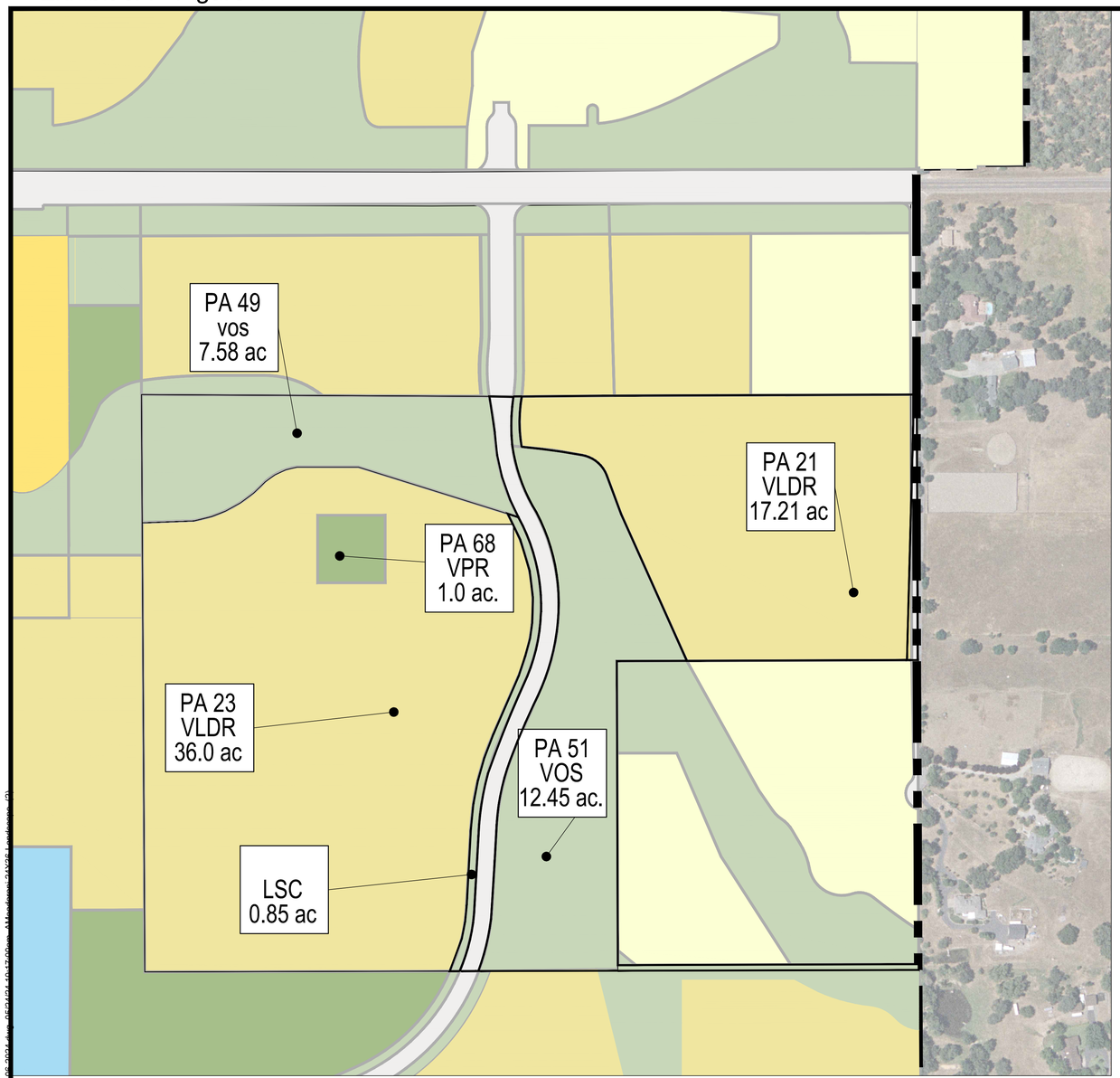


Figure 3: Site Plan

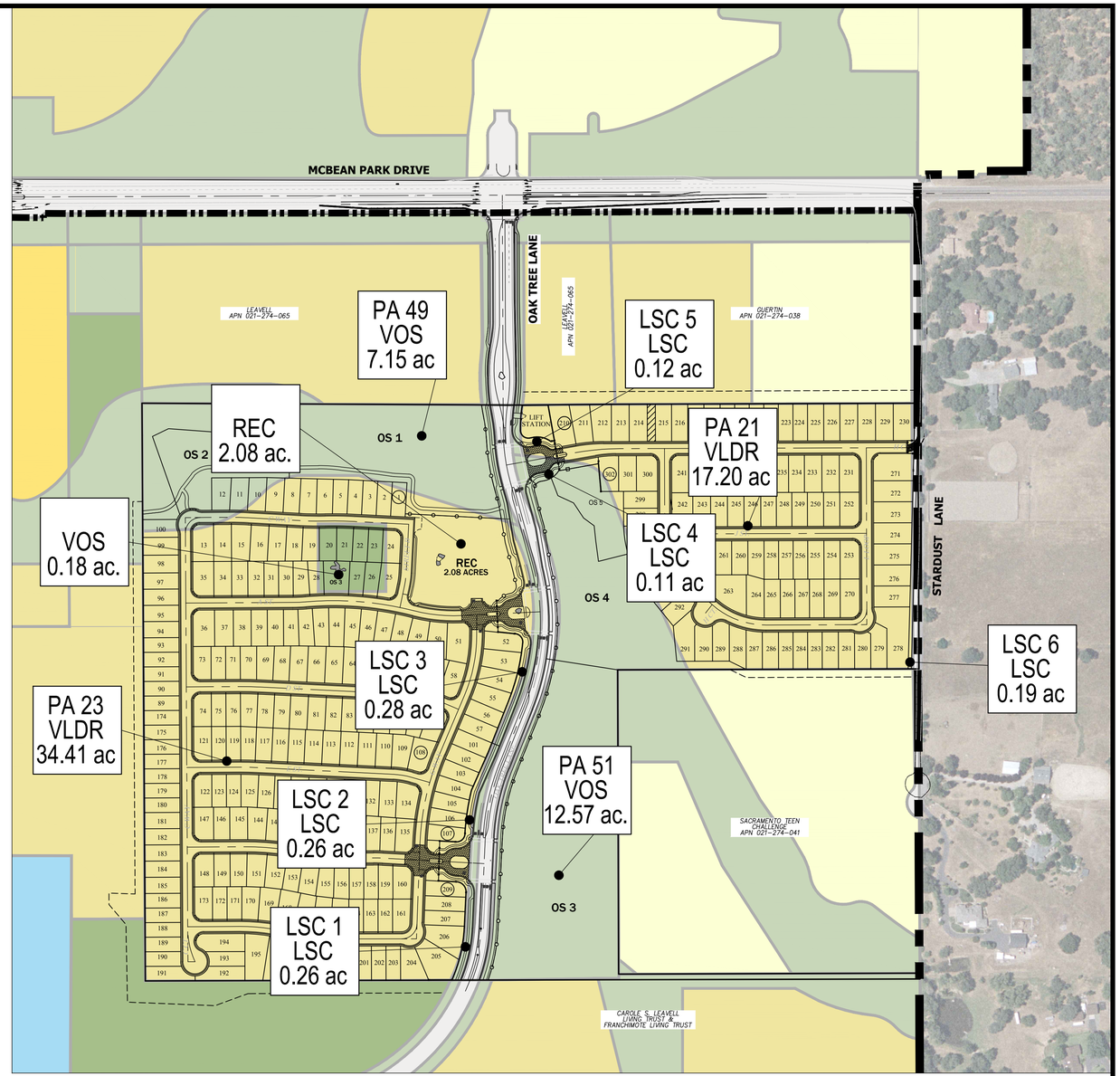




SPA LAND USE

VLDR: 53.21AC
VPR: 1 AC
VOS : 20.03 AC
ROAD: 2.27 AC
LSC: 0.85 AC

STARDUST ROAD: 0.38 AC
TOTAL: 77.74 AC



STARDUST LAND USE

VLDR: 51.61 AC
REC: 2.08 AC
VOS: 19.9 AC
ROAD: 2.72 AC
LSC: 1.22 AC

STARDUST ROAD: 0.21 AC
TOTAL: 77.74 AC

Figure 4

FRAYJI DESIGN GROUP
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CIVIL ENGINEERING • PLANNING • SURVEYING

LAND USE COMPARISON

STARDUST

City of Lincoln, California 05/24/2024

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SCALE 1"=200'

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Exhibit 5B
Mitigation Monitoring Program

INTRODUCTION

This section provides the Mitigation Monitoring Program (MMP) for the Stardust project, pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to "adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment." A MMP is required for the proposed project because the EIR identified significant adverse impacts, and mitigation measures have been identified to reduce those impacts to less-than-significant levels.

This MMP includes all of the mitigation measures from the Village 1 Specific Plan Environmental Impact Report (EIR) and MMP that are applicable to the Stardust project.

The numbering of the impacts and mitigation measures follows the numbering sequence found in the Village 1 Specific Plan MMP.

Adoption of the MMP shall occur prior to, or concurrently with, adoption of the proposed project for which the program has been developed.

PURPOSE OF THE MITIGATION MONITORING PROGRAM

The purpose of the MMP is to:

- Ensure that mitigation measures are implemented;
- Provide feedback to agency staff and decision makers about the effectiveness of mitigation measures;
- Provide learning opportunities for improving mitigation measures on future projects; and
- Identify the need for enforcement action before irreversible environmental damage occurs.

The components of the MMP are addressed briefly below.

Impacts: In order to provide context for the mitigation measures and monitoring program, all impacts for which mitigation is required are listed.

Mitigation Measures: The mitigation measures are taken verbatim from the Village 1 MMP.

Responsible Entity: This column identifies the entity that will undertake the required action. Generally, the contractor is named for actions occurring during grading or construction. On-site inspections will be done by City staff.

Timing/Milestone: Each action must take place during or prior to some part of project development or approval. The timing of actions generally falls into one of the categories shown in the table below.

Monitoring and Enforcement Responsibility: The City of Lincoln will have ultimate and legal responsibility for implementation of all mitigation measures. This column indicates which office within the City, usually the Development Services Department, will conduct the actual monitoring and reporting, as well as take corrective actions when a measure has not been properly implemented. Abbreviations are shown below and at the end of the MMP table.

ABBREVIATIONS	
Monitoring Responsibility	**Timing of Action**
DSD = City of Lincoln Development Services Department PSD = City of Lincoln Public Services Department PCAPCD = Placer County Air Pollution Control District CDFG = California Department of Fish and Game PCDEHS = Placer County Environmental Health Services Corps = U.S. Army Corps of Engineers	I = Prior to Final Map Approval G = Prior to Improvement Plan/Grading Permit Approval P = Pre-Construction/Grading C = During Construction/Grading O = Prior to Occupancy B = Prior to Building Permit

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	4.1 Aesthetics and Visual Quality			
4.1-3 The proposed project would introduce light and glare into the project area.	4.1-3(a) All light standards shall be shielded and directed downward so that no light falls onto adjacent properties. 4.1-3(b) Surfaces of multi-story buildings facing streets, open space, parks or residential neighborhoods shall not have reflective surfaces large enough to generate glare that creates a nuisance or safety hazard. 4.1-3I i. If future uses within any park include nighttime activities requiring overhead lights, the project applicant shall use site design and orientation in combination with a configuration of exterior light fixtures that emphasize close spacing and lower intensity light that is directed downward in order to minimize exposure of adjacent uses to lighting and to minimize the amount of light that is visible above the horizontal plane of the light fixture. ii.a. Activity-related lights (as opposed to security lighting) shall be turned off no later than 10:00 p.m. to reduce the amount of disruption to adjacent receptors; and/or ii.b. The City shall place a nuisance easement over parcels that will have direct views of such lights.	Applicant	O	DSD
	4.3 Air Quality			
4.3-1 Construction of the proposed project would generate emissions of PM10 and PM2.5, ROG, NOx, and CO.	4.3-1 The following mitigation measures shall be implemented by the applicant(s) during all grading activities: 4.3-1(a) Prior to issuance of a grading permit, the applicant(s) shall submit to the City of Lincoln, as the lead agency, and receive approval of a Construction Emission/Dust Control Plan. The plan shall be submitted to the PCAPCD for review and comment prior to approval by the City. This plan must address the minimum Administrative Requirements found in section 300 and 400 of PCAPCD Rule 228, Fugitive Dust.	Applicant	G/C	PSD PCAPCD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	4.3 Air Quality			
4.3-1 (continued)	4.3-1(b) The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower of greater) that will be used an aggregate of 40 or more hours for the construction project. The project representative shall provide the District with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreperson. The project shall provide a plan for approval by the District demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average up to 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. The District should be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available.	Applicant	P, C	PSD PCAPCD
	4.3-1(c) In order to control dust, an operational watering truck shall be on site during construction hours. In addition, dry chemical sweeping is prohibited. Watering at the construction site shall be carried out in the compliance with operating APCD rules and City of Lincoln requirements.	Applicant	C	PSD
	4.3-1(d) The contractor shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations. The prime contractor shall be responsible for having an individual, certified by CARB to perform Visible Emissions Evaluations (VEE), who shall routinely evaluate compliance to Rule 228, Fugitive Dust, on a weekly basis. Fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. If lime or other drying agents are used to dry out wet grading areas they shall be controlled as to not exceed District Rule 228 Fugitive Dust limitations.	Applicant	C	PSD
	4.3-1(e) The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall “wet broom” the streets (or use another method to control dust as approved by the City) if silt, dirt, mud or debris is carried over to adjacent public thoroughfares.	Applicant	C	PSD
	4.3-1(f) The prime contractor shall apply methods such as surface stabilization, establishment of the vegetative cover, paving, or other methods to control dust approved by the City.	Applicant	C	PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.3-1 (continued)	4.3-1(g) The prime contractor shall apply water or use other method to control dust impacts offsite. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.	Applicant	C	PSD
	4.3-1(h) No open burning of removed vegetation shall be allowed unless permitted by the PCAPCD. All removed vegetation material shall either be chipped on site or taken to an appropriate recycling site, or if a recycling site is not available, a licensed disposal site.	Applicant	C	PSD
	4.3-1(i) Traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less.	Applicant	C	PSD
	4.3-1(j) The prime contractor shall suspend all grading activities when wind speeds (including instantaneous gusts) are high (typically winds greater than 25 miles per hour), and dust is traveling off-site.	Applicant	C	PSD
	4.3-1(k) If required by the Engineering Division and/or the Department of Public Works, the contractor shall hold a pre-construction meeting prior to any grading activities. The contractor may invite the PCAPCD to the pre-construction meeting in order to discuss the construction emission/dust control plan with employees and/or contractors.	Applicant	C	PSD PCAPCD
	4.3-1(l) Stockpiles of dirt shall be covered when not being used or otherwise controlled to prevent erosion and/or dust.	Applicant	C	PSD
	4.3-1(m) During construction, the contractor shall use existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators rather than temporary diesel power generators where feasible.	Applicant	C	PSD
	4.3-(n) A person shall not discharge into the atmosphere volatile organic compounds (VOC's) caused by the use or manufacture of Cutback or Emulsified asphalts for paving, road construction or road maintenance, unless such manufacture or use complies with the provisions of Rule 217.	Applicant	C	PSD
4.3-2 Operation of the proposed project would generate criteria pollutant emissions (ROG,	4.3-2(a) Wood burning or pellet appliances shall not be allowed in any residential units. Only natural gas or propane fired fireplace appliances shall be installed.	Applicant	B	DSD
	4.3-2(c) For those projects that include stationary sources (e.g., gasoline dispensing facility, dry cleaning, large HVAC units), the applicant shall obtain an Authority to Construct (ATC) permit prior to issuance of a Certificate of Occupancy.	Applicant	O	DSD

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Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
NOx, CO, PM10, and PM2.5).	4.3-2(d) Prior to approval of Improvement Plans, the applicant shall show that a Class 1, 2, or 3 bicycle lane(s) is provided in areas as approved by the Engineering Division and/or the Department of Public Works (or similar divisions within each jurisdiction), as defined elsewhere in these conditions of approval.	Applicant	G	PSD
	4.3-2(e) Prior to Design Review Approval, the Site Plan shall show that the applicant has provided the appropriate number of preferential parking spaces for employees that carpool/vanpool/rideshare as well as the appropriate preferential parking for NEVs as required by the District and City Policy. Such stalls shall be clearly demarcated with signage as approved by the approving committee.	Applicant	G	DSD
	4.3-2(f) Prior to Design Review approval, the applicant shall show that on-stie bicycle racks are provided.	Applicant	B	DSD
4.3-5 The proposed project would contribute to cumulative increases in criteria air pollutant emissions.	4.3-5(a) At the time a final map is submitted, the City, in coordination with PCAPCD, shall calculate the emissions associated with the land uses to be approved under that particular tentative map. Based on that calculation, the applicant shall do one or a combination of the following to ensure NOx emissions do not exceed 10 lbs within the full Plan Area. Once the 10 lbs per day has been reached, subsequent projects must demonstrate no net increase in NOx emissions. The City shall consult with the PCAPCD to determine whether the measures proposed by the applicant would fully offset project emissions. i) Reduce emissions on-site by incorporating design features that would reduce NOx emissions. These features may include, but would not be limited to, energy conservation or “green” building features such solar panels, energy efficient heating and cooling, energy star appliances, and/or measures that would reduce vehicle use, such as bike lockers and transit services, as provided for in Mitigation Measure 4.6-1. ii) Reduce emissions off-site within the same region (i.e., City of Lincoln, Placer County) by participating in an offsite mitigation program coordinated by the PCAPCD and/or by funding energy-efficiency measures (e.g., installation of insulation and/or dual pane windows in existing buildings), vehicle emission reduction measures (e.g., replace diesel school buses with natural gas buses), and/or trip-reduction measures (e.g., bike lanes and/or NEV lanes on streets that do not have them). iii) Participate in the Placer County Air Pollution District Offsite Mitigation Program by paying fees based on the project’s contribution of pollutants (ROG and NOx), adjusted by credit received for any applicable measures implemented by the project on or offsite. The actual amount to be paid shall be determined, and	Applicant	I	DSD PCAPCD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024					
Impact		**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.3-5 (continued)		satisfied per current California Air Resources Board guidelines, at the time of recordation of small lot tentative maps.			
		4.4 Biological Resources			
4.4-1 The proposed project would result in the filling or adverse modification of jurisdictional wetland/ other "waters of the U.S."	4.4-1(a)	For projects developed within the programmatic portion, the project applicant shall retain a qualified biologist to conduct a wetland delineation for each project prior to the issuance of a grading permit. This delineation shall be submitted to the US Army Corps of Engineers (Corps) for verification prior to the issuance of any grading permits for the programmatic portion of the project site. If no wetlands are determined to be present, no further mitigation would be required.	Applicant	P	DSD Corps
	4.4-1(b)	The project applicant shall prepare a wetland mitigation plan that ensures no net loss of wetlands, consistent with Lincoln General Plan Policies OSC-5.6, OSC-5.7, OSC-5.8, and OSC-5.9. The wetland mitigation plan shall be based on the wetland delineation verified by the Corps. This measure may be implemented through the 404 permit and/or Streambed Alteration Agreement processes. The plan shall include the following or equally effective components.	Applicant	G	DSD Corps CDFG
	4.4-1(c)	The project proponent shall compensate for the loss of wetland habitat through a combination of preservation of vernal pools and seasonal wetlands in open space preserves, on-site restoration/enhancement, and the purchase of mitigation credits at an approved mitigation bank. The ratio of compensation shall be determined in consultation with the Corps and California Department of Fish and Game (CDFG), as part of the 404-permit process, but shall not be less than 1:1.	Applicant	G	DSD Corps CDFG
	4.4-1(d)	All preserved wetlands shall be dedicated to the City or a non-profit organization acceptable to the City and preserved through perpetual covenants enforceable by the City or other appropriate agencies, to ensure their maintenance and survival.	Applicant/City	O	City
	4.4-1(e)	Prior to any construction activities on the site, a protective fence shall be erected around the boundaries of wetlands to be preserved in proximity to the areas that would be disturbed by construction. This fence shall remain in place until all construction activity in the immediate area is completed. No activity shall be permitted within the protected areas except for those expressly permitted by the Corps and/or CDFG.	Applicant	P	DSD
	4.4-1(f)	A buffer shall be provided along all preserved wetlands in accordance with the 404 permit. Only those uses allowed in the 404 Permit and/or the Streambed Alteration Agreements shall be permitted in the wetlands preserve and its buffer.	Applicant	I	DSD
	4.4-1(g)	Water quality in the wetlands preserve shall be protected using erosion control techniques including (as appropriate), but not necessarily limited to, preservation of	Applicant	G,P,C,O	DSD

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Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-1 (continued)	existing vegetation, mulches (e.g., hydraulic, straw, wood, etc.), and geotextiles and mats, during construction in the watershed. Additionally, urban runoff shall be managed to protect water quality in the wetlands preserve using techniques such as velocity dissipation devices, sediment basins and pollution collection devices.			
	4.4-1(h) Landscape irrigation runoff shall only be permitted to directly enter the wetlands preserve according to the provisions of the 404 Permit and/or the Streambed Alteration Agreement.	Applicant	O	DSD PSD
	4.4-1(i) Mowing and other maintenance activities shall be limited to those detailed in the 404 Permit and/or the Streambed Alteration Agreement.	Applicant	O	DSD PSD
4.4-2 The proposed project could result in the loss of special-status vernal pool crustacean and amphibian species and degradation and/or loss of their habitat.	4.4-2(a) The project applicant for projects within the programmatic portion of the project site shall retain a qualified biologist permitted by the US Fish and Wildlife Service (USFWS) to conduct vernal pool crustacean following current USFWS protocol. Alternatively, the project applicant could forgo the surveys and assume presence of vernal pool crustaceans in all appropriate habitat within the project site. The survey or assumption of presence shall occur prior to the issuance of any grading permits for the programmatic portion of the project site.	Applicant	G,P,C	DSD
	4.4-2(b) The project applicant for projects within the programmatic portion of the project site shall retain a qualified biologist to conduct aquatic surveys for the western spadefoot toad. Because a formal protocol does not exist for western spadefoot toad surveys, the scope of the surveys shall be determined in consultation with CDFG. At a minimum, the aquatic surveys for the western spadefoot toad shall include a search for spadefoot larvae during the appropriate season by a qualified biologist to determine presence or absence and potential project-related impacts to breeding sites.			

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Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-2 (continued)	4.4-2(c) The following or equally effective measures (as approved by the City and USFWS and/or CDFG shall be required for any vernal pool crustacean and/or western spadefoot habitat identified through protocol surveys or assumed to be present in lieu of surveys. The selected measures may be part of the permitting process. i) The project proponents shall obtain a Biological Opinion from the U.S Fish and Wildlife Service and comply with the conditions and mitigation requirements the Biological Opinion to ensure that no net loss of habitat for vernal pool crustaceans occurs. Mitigation may include, but would not be limited to, both onsite and offsite preservation and creation of vernal pools and other suitable habitat for vernal pool crustaceans, purchase of credits at mitigation banks, payment of in lieu fees approved by the agencies, or other agency approved and required mitigation measures. ii) Orange exclusionary fencing shall be placed and maintained around any avoided (preserved) vernal pool crustacean or western spadefoot habitat during construction to prevent impacts from construction vehicles and equipment. This fencing shall be inspected by a qualified biologist throughout the construction period to ensure that it is in good functional condition. After construction, fencing around open space areas containing wetlands or other sensitive habitats shall be replaced by permanent fencing that will be maintained by the City, and/or the local home owners association. iii) Prior to beginning work in the project site, all on-site construction personnel shall receive instruction regarding the presence of listed species and the importance of avoiding impacts to these species and their habitat. iv) The project proponent shall ensure that activities defined by the USFWS, and Corps, RWQCB, and/or CDFG as inconsistent with the maintenance of the suitability of the remaining vernal pool habitat and associated watershed on-site are prohibited. v) If western spadefoot is present, the applicant shall implement additional measures as deemed appropriate by the City and CDFG.			
4.4-3 The proposed project could result in	4.4-3(a) The project applicant shall retain a qualified biologist to conduct focused surveys in seasonal wetlands and non-native annual grassland habitats within the project site for special-status plant species including but not limited to big-scale balsamroot,	Applicant	P	DSD

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Impact		**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
the loss and/or degradation of rare plant populations.		Boggs Lake hedge-hyssop, dwarf downingia, legenere, and pincushion navarretia during the appropriate time of year (March through June). If no special-status plants are located during the surveys, no further mitigation would be required.			
	4.4-3(b)	If Boggs Lake hedge-hyssop is located during the surveys in areas that would be disturbed by project construction, those populations shall be avoided and preserved in place to the extent feasible.	Applicant	P,C	DSD
	4.4-3(c)	If avoidance is not feasible, the project applicant shall consult with CDFG to obtain an incidental take permit, under Section 2081 of the CESA. Mitigation can be accomplished either in the onsite mitigation preserve area, or at an approved offsite mitigation bank. The ratio of mitigation credits shall be determined during this consultation, and may be conducted concurrently with Mitigation Measure 4.4-2.	Applicant	P,C	DSD CDFG
	4.4-3(d)	If any other special-status vernal pool plant species, including, but not limited to dwarf downingia and legenere are located during the surveys in areas that cannot be avoided, the project applicant shall implement Mitigation Measure 4.4-2, with the addition of soil/seed bank salvage, for use in created wetlands in mitigation areas.	Applicant	P,C	DSD CDFG
	4.4-3(e)	If the plants cannot be avoided, the project applicant shall consult with the City and the CDFG regarding steps to take to offset the loss of the plants on the project site, such as transplantation, collecting seed or clippings and replanting species in an onsite location, prior to approval of a discretionary permit. At a minimum, at least ten (10) days prior to mass grading in the area that supports special-status plants, the project applicant shall notify the City and CDFG that grading is to occur and aid the CDFG with collection of the plant seeds, if the CDFG so chooses, pursuant to the California Native Plant Protection Act.	Applicant	C	DSD PSD CDFG
4.4-4 The proposed project could result in the loss of western pond turtle and/or degradation of its habitat.	4.4-4(a)	Prior to project construction that would disturb any drainages or stock ponds, the project applicant shall retain a qualified biologist to conduct preconstruction surveys of suitable habitat within the area of disturbance and immediately adjacent area on the project site within 30 days prior to project construction to ensure no western pond turtles have established territories. If ground-disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be re-surveyed. If this survey does not identify any western pond turtles on the project site, no further mitigation is required.	Applicant	P	DSD PSD CDFG
	4.4-4(b)	If western pond turtles (WPT) are determined to be present within a drainage or stock pond, and the feature is to be retained, exclusionary fencing shall be used to prevent the turtle(s) from entering construction area. The location of the fence shall be determined by a qualified biologist. Any turtles found in or near the construction	Applicant	P,C	DSD PSD CDFG

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Impact		**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-4 (continued)		zone shall be relocated to an appropriate area of suitable habitat a minimum of 100 feet from any active construction zone. Measures shall be implemented to ensure that the drainages and stock ponds will continue to provide adequate habitat for the WPT by protecting water quality and ensuring that the reduction of drainage from the project site does not substantially diminish the water levels in the pond.			
	4.4-4(c)	If the drainage or stock pond cannot be retained, the project applicant shall relocate any WPT found during surveys in a manner developed by a qualified biologist and approved by the CDFG.	Applicant	C	DSD PSD CDFG
4.4-5 The proposed project could result in the direct loss or disturbance of nesting birds protected by the MBTA, including raptors (birds-of-prey).	4.4-5(a)	If construction is to occur between March 15 and August 30, the project applicant shall conduct a pre-construction breeding-season survey of the project site within 30 days of construction onset. Surveys for nesting raptors shall be conducted within 1/4 mile of proposed ground disturbance. The survey shall be conducted by a qualified biologist to determine if any protected raptors are nesting on or directly adjacent to the project site. A nest survey for migratory birds shall be conducted within 500 feet of construction areas to determine if any migratory birds are nesting on or directly adjacent to the project site. The results of the survey shall be valid only for the season when it is conducted. New surveys shall be conducted if construction of the surveyed area extends into the following season, unless all of the potential nesting trees have been removed. A report shall be submitted to the City of Lincoln, following the completion of the bird nesting survey that includes, at a minimum, the following information: i) A description of methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited and persons contacted. ii) A map showing the location(s) of any protected raptor or migratory bird nests observed on the project site.	Applicant	P,C	DSD PSD CDFG
	4.4-5(b)	If the above survey does not identify any protected raptor or migratory bird nests on the project site, no further mitigation would be required. However, should any active nests be located on the project site, the project applicant, in consultation with the City of Lincoln and CDFG, shall avoid all protected raptor and migratory bird nest sites located in the project site disturbance area(s) during the breeding season (approximately March 15 through August 30) while the nest is occupied with adults and/or young. This avoidance could consist of delaying construction in close proximity to the nest during the nesting season. Any occupied nest shall be monitored by a qualified biologist to determine when the nest is no longer used. If the construction cannot be delayed, avoidance shall include the establishment of a non-	Applicant	C	DSD PSD CDFG

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Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-5 (continued)		disturbance buffer zone around the nest site. The size of the buffer zone will be determined in consultation with the City and CDFG. The buffer zone shall be delineated by highly visible temporary construction fencing.			
4.4-6 The proposed project could result in the loss of nesting Swainson's hawk.	4.4-6(a)	The project applicant shall retain a qualified biologist to conduct a Swainson's hawk nesting survey within the area to be disturbed, extending out to ¼ mile. The survey shall be conducted during the nesting season of the same calendar year that construction is expected to begin, and prior to the issuance of any grading permits. If this survey does not identify any nesting Swainson's hawk in the area within the project site that will be disturbed plus the ¼-mile radius, no further mitigation would be required.	Applicant	P	DSD PSD
	4.4-6(b)	Should any active Swainson's hawk nests be located within ¼ mile of the disturbance area, no intensive new disturbances (e.g. heavy equipment operation associated with construction, use of cranes or draglines, etc.) or other project-related activities that could cause nest abandonment or forced fledging, shall be initiated within the ¼ mile (buffer zone) of an active nest between March 1 - September 15 (or until August 15 if a Management Authorization or Biological Opinion is obtained for the project). The buffer zone should be increased to 1/2 mile in nesting areas away from urban development (i.e. in areas where disturbance [e.g. heavy equipment operation associated with construction, use of cranes or draglines, new rock crushing activities] is not a normal occurrence during the nesting season).	Applicant	C	DSD PSD CDFG
	4.4-6(c)	Nest trees should not be removed to the extent feasible. If a nest tree must be removed, a Management Authorization (including conditions to off-set the loss of the nest tree) must be obtained with the tree removal period specified in the Management Authorization, generally from October 1 to February 1. If construction or other project related activities that could cause nest abandonment or forced fledging are necessary within the buffer zone, then the project applicant shall retain a qualified biologist to monitor the nest site (to determine if the nest is abandoned).	Applicant	C	DSD PSD CDFG
	4.4-6(d)	If an active nest is abandoned and if the nestlings are still alive, the project sponsor shall fund the recovery and hacking (controlled release of captive reared young) of the nestling(s). Routine disturbances such as agricultural activities, commuter traffic, and routine facility maintenance activities within ¼ mile of an active nest shall not be prohibited.	Applicant	C	DSD PSD CDFG

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Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-7 The proposed project could result in the loss of burrowing owl individuals (eggs, nestlings or juveniles).	4.4-7(a) The project applicant shall hire a qualified biologist to conduct both nesting and wintering season surveys for burrowing owl to determine if potential habitat within 500 feet of ground disturbance is used by this species. The timing and methodology for the surveys shall be based on the CDFG/Burrowing Owl Consortium Survey Guidelines and are detailed below. CDFG may require that these surveys be repeated annually if project construction is expected to span over two or more years. <u>Winter Season (December 1 through January 31)</u> • Four site visits on separate days, 2 hours before to 1 hour after sunset or 1 hour before to 2 hours after sunrise. <u>Nesting Season (February 1 to August 31)</u> • Four site visits on separate days, 2 hours before to 1 hour after sunset or 1 hour before to 2 hours after sunrise. At least two of the surveys shall be conducted during the peak nesting season between April 15 and July 15.	Applicant	P	DSD PSD CDFG
	4.4-7(b) In addition to the wintering and nesting season surveys, pre-construction surveys shall be conducted by an experienced biologist within 30-days prior to the start of work activities where land conversions are planned in known or suitable habitat areas. If construction activities are delayed for more than 30 days after the preconstruction surveys, then a new preconstruction survey will be required. All surveys shall be conducted in accordance with the CDFG/Burrowing Owl Consortium survey protocols (Burrowing Owl Consortium, 1993).	Applicant	P	DSD PSD CDFG
	4.4-7(c) If burrowing owls are discovered in the programmatic portions of the project site, the project applicant shall notify the City and CDFG. A qualified biologist shall implement a routine monitoring program and establish a fenced exclusion zone around each occupied burrow. No construction activities shall be allowed within the exclusion zone until such time that the burrows are determined to be unoccupied. The buffer zones shall be a minimum of 150 feet from an occupied burrow during the non-breeding season (September 1 through January 31), and a minimum of 250 feet from an occupied burrow during the breeding season (February 1 through August 31).	Applicant	P,C	DSD PSD CDFG
	4.4-7(d) The project applicant shall provide appropriate mitigation for project related effects on burrowing owl in consultation with CDFG. Mitigation can be conducted either onsite, or at an off-site location that is approved by the CDFG. Preference is for onsite within open space areas, if possible.	Applicant	C	DSD PSD CDFG

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Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-7 (continued)	4.4-7(e)	The CDFG shall be consulted regarding the implementation of avoidance or passive relocation methods. All activities that will result in a disturbance to burrows shall be approved by CDFG prior to implementation.	Applicant	C	DSD PSD CDFG
4.4-8 The proposed project could result in the loss of foraging habitat for Swainson's hawk, white tailed kite, burrowing owl and other raptors.	4.4-8	The project applicant shall preserve annual grasslands or other suitable raptor foraging habitat at a ratio of 0.75 to 1.0 (as approved by the City and CDFG). Preservation may occur through either: • Payment of a mitigation fee to the City of Lincoln through a negotiated agreement between the City, the project applicant, and CDFG. The monies would be held in a trust fund, and used to preserve mitigation land through the purchase, monitoring, maintenance, and remediation of lands that supports suitable foraging habitat for Swainson's hawk. (consistent with CDFG guidelines); or • Purchase of conservation easements or fee title to suitable Swainson's hawk foraging habitat to protect the habitat from urban development; or • If adopted prior to issuance of the first grading permit for the proposed project, the project applicant may mitigate this impact through participation in the Placer County Natural Community Conservation Plan/Habitat Conservation Plan. If the plan is adopted prior to construction of a future phase, the project applicant may mitigate this impact through participation in the plan.	Applicant	G	DSD PSD CDFG
4.4-9 The proposed project could result in loss of Valley elderberry longhorn beetles and their habitat.	4.4-9(a)	Prior to any ground-disturbing activity, the project proponents shall conduct a survey for potential VELB habitat (elderberry shrubs) within 100 feet) of the area to be disturbed.	Applicant	P	DSD

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<table>
<tr><th>Impact</th><th>Mitigation Measures – Programmatic Portion</th><th>Responsible Entity</th><th>Timing/ Milestone</th><th>Monitoring and Enforcement Responsibility</th></tr>
<tr><td>4.4-9 (continued)</td><td>4.4-9(b) Any ground disturbing activities within 100 feet of elderberry plants containing stems measuring 1.0 inch or greater in diameter at ground level shall conform to the following minimum avoidance measures:

i) Applicants shall provide a minimum setback of at least 20 feet from the drip line of each elderberry plant containing stems measuring 1.0 inch or greater in diameter at ground level. The setbacks shall be fenced and flagged to identify equipment and materials encroachment into the setback zone. Fire fuel breaks (disked land) may not be included within the 6 m set back. Where encroachment within the 20 foot setback zone is unavoidable, the applicant shall provide compensatory mitigation at a 50 percent ratio of the standard requirements identified in the table below.

ELDERBERRY MITIGATION RATIOS
<table>
<tr><th>Location/Stem Size*</th><th>Exit Holes**</th><th>Elderberry Seedling Ratio</th><th>Elderberry Seedling Ratio</th><th>Elderberry Seedling Ratio</th><th>Associated Native Plant Ratio</th></tr>
<tr><td rowspan="2">Stems ≥1” & < 3”</td><td>No</td><td>2:1</td><td>4:1</td><td>5:1</td><td>1:1</td></tr>
<tr><td>Yes</td><td>4:1</td><td>8:1</td><td>10:1</td><td>2:1</td></tr>
<tr><td rowspan="2">Stems ≥3”& <5”</td><td>No</td><td>3:1</td><td>6:1</td><td>8:1</td><td>1:1</td></tr>
<tr><td>Yes</td><td>6:1</td><td>12:1</td><td>15:1</td><td>2:1</td></tr>
<tr><td rowspan="2">Stems ≥ 5”</td><td>No</td><td>4:1</td><td>8:1</td><td>10:1</td><td>1:1</td></tr>
<tr><td>Yes</td><td>8:1</td><td>16:1</td><td>20:1</td><td>2:1</td></tr>
<tr><td colspan="6">Notes:
* Ratios are shown for elderberry occurring in existing or historic riparian situations. Ratios for elderberry in non-riparian situations are 50 percent of the standard ratio.
** The presence of exit holes in a stem, bush, or contiguous clump applies to the entire site.</td></tr>
</table>

ii) Construction contractors shall be briefed on the need to avoid damaging the elderberry plants and the possible penalties for not complying with these requirements.</td><td>Applicant</td><td>C</td><td>PSD</td></tr>
</table>

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-9 (continued)	iii) Work crews shall be instructed about the status of the beetle and the need to protect its elderberry host plant. iv) No insecticides, herbicides, fertilizers, or other chemicals that might harm the beetle or its host plant shall be used in the buffer areas, or within 100 feet of any elderberry plant with one or more stems measuring 1.0 inch or greater in diameter at ground level. v) Mowing of grasses/ground cover shall occur only from July through April to reduce fire hazard. No mowing shall occur closer than 5 feet to elderberry plant stems. Mowing must be done in a manner that avoids damaging plants (e.g., avoid stripping away bark through careless use of mowing/trimming equipment). vi) Trimming of elderberry stems less than 1 inch in diameter may occur between September 1 and March 14. The recommended period for trimming is between November through the first two weeks in February when the plants are dormant and after they have lost their leaves.			
	4.4-9(c) In cases where removal of elderberry shrubs or their stems measuring 1-inch or greater (removal or trimming) is unavoidable, these impacts shall be compensated for by salvaging and planting the affected elderberry shrubs and planting additional elderberry shrubs and associated native riparian plants according to the ratios specified in the table, above. Mitigation planting shall occur, to the maximum extent practicable, in areas adjacent to the impact area and/or located to fill in existing gaps in riparian corridors.	Applicant	C	DSD PSD
4.4-10 The proposed project could result in loss of nesting habitat for tri-colored blackbird and black rail.	4.4-10(a) For portions of the project where the onset of construction occurs between April 1 and August 31, the project applicant shall retain a qualified biologist to conduct pre-construction nesting surveys for tri-colored blackbird colonies and black rail within the disturbance areas on the project site. The survey shall be conducted no more than 30 days from the onset of construction. If ground-disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be re-surveyed. If the survey does not identify any colonies of nesting tricolor blackbirds or black rail on the project site, no further mitigation would be required.	Applicant	P	DSD PSD
	4.4-10(b) Should any active tricolor blackbird colonies or black rail be found nesting on the project site, the project applicant, in consultation with the City of Lincoln and CDFG, shall avoid all active nest sites located in the project site during the breeding season while the nest site is occupied with adults and/or young. This avoidance	Applicant	C	DSD PSD

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Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
		could consist of delaying construction to avoid the nesting season or establishing a buffer around the nest site. If the construction cannot be delayed, avoidance shall include the establishment of a non-disturbance buffer zone around the nest site. The size of the buffer zone will be determined in consultation with the City and CDFG, and will be, at a minimum, 250 feet. The buffer zone shall be delineated by highly visible temporary construction fencing. Any occupied nest shall be monitored by a qualified biologist to determine when the nest is no longer used.			
4.4-13 Occupancy of the proposed project could result in an increase in ambient light in adjacent undeveloped areas, which could affect wildlife.	4.4-13	Implement Mitigation Measure 4.1-3(a), which requires that light standards be shielded and directed to ensure that light does not fall on adjacent parcels.	Applicant	B	DSD
4.4-14 The proposed project could result in loss of protected oak trees and oak woodlands.	4.4-14	Implement the Village 1 Specific Plan Oak Woodland Mitigation and Management Plan.	Applicant	I	DSD PSD
4.5 Cultural Resources					
4.5-1 The proposed project could damage or destroy known historic-period resources.	4.5-1(a)	As part of the subsequent CEQA review for any small lot tentative map, or grading or improvement plans for projects that do not require a small lot tentative map, within the programmatic portion of the Village 1 Specific Plan, the project applicant shall hire a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture to perform the following: i) conduct an historical architectural survey for areas that have not been subject to comprehensive investigation meeting professional standards. ii) identify and evaluate the historic-period resources identified in the cultural resource investigation for the property subject to the grading permit and/or improvement plans. Resources that have been identified to date, but not	Applicant	P	DSD

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Impact		**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.5-1 (continued)		evaluated, include P-31-0965, P-31-1679-H, P-31-1680, P-31-1682, P-31-1683, P-31-1684, P-31-1686, P-31-1687, P-31-1688, P-31-1689, P-31-1691-H, P-31-1695, P-31-1696, P-31-1698-H, P-31-1708, P-31-1710, P-31-1719, P-31-1721, P-31-1723, P-31-2611-H, and P-31-2612-H. If none of the identified historic resources within the property subject to the grading permit and/or improvement plans are found to be eligible for listing on the NRHP or CRHR, no further action is required.			
	4.5-1(b)	A design plan shall be prepared by a professional meeting Secretary of Interior standards for all resources found to be eligible for listing pursuant to Mitigation Measure 4.5-1(a). The design plan shall incorporate methods determined appropriate and feasible by the historic architecture professional in coordination with the City of Lincoln. Methods to reduce impacts on historic-period resources shall include, but not be limited to, i) If feasible, the resources shall be preserved in place, and, as appropriate, incorporated into parks and open space/corridors; ii) If it is not feasible to preserve the resource in place, it shall be recorded pursuant to Secretary of Interior standards, and architectural features and/or artifacts shall be made available to an appropriate museum and/or historical organization; iii) If the significant historical resource is retained and reused, all rehabilitation, renovation, and additions shall meet Secretary of Interior standards to the extent feasible; iv) Project development to adjacent to significant historical resources that are to be retained shall be designed to be in character with the historic setting of the resources, consistent with Secretary of Interior standards; v) Commemorative markers and interpretive exhibits shall be used to educate the public about the history of the plan area. The content of the commemorative markers and interpretive exhibits could include subjects such as mining, ranching, and Native American activities in the plan area. Markers and exhibits shall be prepared by a historic architecture professional or equally qualified professional.	Applicant	P,G	DSD
4.5-2 The proposed project could damage or destroy identified	4.5-2a)	As part of the subsequent CEQA review for any small lot tentative map, or grading or improvement plans for projects that do not require a small lot tentative map, in the unsurveyed portion of Phase 1 (APN's 021-272-012 and 021-272-013) and the programmatic portion of the Village 1 Specific Plan that has not been subject to	Applicant	A,P,G	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
archaeological resources.	comprehensive investigation for the identification of Tribal Cultural Resources (TCRs), the project applicant shall submit to the City a draft cultural resources report that meets the Secretary of the Interior's Standards for all previously unsurveyed portions of the project site. The City shall consult with the California Native American tribes traditionally and culturally affiliated with the geographic area prior to completion of the draft report. Upon receipt of a discretionary entitlement application (e.g., small lot tentative map), or grading or improvement plans for projects that do not require a discretionary entitlement, the City shall notify California Native American tribes traditionally and culturally affiliated with the geographic area who have requested notification pursuant to AB 52. The City shall request that the tribe(s) identify portions of the project site that could be sensitive or potentially sensitive for tribal cultural resources (TCRs) and evaluate any TCRs that the Tribe determines to be present. If requested by the Tribe(s), information regarding known sites and areas within the project boundaries that are potentially sensitive for TCRs shall be provided to the Tribe(s), and, if requested, a site visit will be conducted with tribal representatives. The notification will contain the following: • A request to consult, pursuant to AB52. • A written description of the type of proposed ground disturbance, location and boundaries. • A description of the activities (e.g., HDD, trenching, etc.). • A map of the project area at a sufficient scale to indicate the spatial extent of activities. • A detailed description of the depth of excavation. The draft cultural resources report will be provided to the tribe(s) with the notification. The final cultural resources report will incorporate the findings of the Tribe. If a tribe does not respond to the City's notice within 30 days, it will be assumed that they are not aware of any TCRs within the project site. If the Tribe identifies one or more areas within the project site that could be sensitive for TCRs, and the potentially sensitive site is in an area that would be disturbed by project construction, all necessary measures to avoid and protect the			

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Impact		**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.5-2 (continued)		site shall be considered, and a Treatment Plan shall be prepared in consultation with the Tribe prior to any disturbance of the potential TCR site. The Treatment Plan shall include identification methods, including but not limited to, where appropriate, canine forensic surveys, ground penetrating radar, or vegetation clearing for better visibility. If the identified site is a tribal cultural resource, the project shall be designed to avoid the resource, if feasible. If there are resources that cannot be avoided, the City, shall consult with the geographically and culturally affiliated tribe(s) regarding the protection measures that are proposed to be implemented. These protection measures will be written in clear, enforceable language. The City shall provide the tribe(s) the opportunity to submit comments and participate in consultation to resolve issues of concern. The project proponent shall not implement the treatment until the tribe approves protection measures, or if agreement cannot be reached after a good-faith effort, the City determines that any or all feasible measures have been implemented, where feasible, and the resource is either avoided or protected.			
	4.5-2(b)	As part of the subsequent CEQA review, including AB 52 consultation where applicable, for any small lot tentative map, or grading or improvement plans for projects that do not require a small lot tentative map, the consulting Tribe(s) shall evaluate the resources identified as P-31-1678, P-31-1681, P-31-1688, P-31-1690, P-31-1693, P-31-1694, P-31-1696, P-31-1699, P-31-1700, P-31-1718, P-31-1720, P-31-1722, P-31-1724, P-31-1725, P-31-1726, P-31-1729, P-31-1730, P-31-1731, P-31-1732, P-31-1733, P-31-1734, P-31-1735, and P-31-1737~~,~~ as well as any unrecorded TCRs, sacred lands, Tribal Cultural Landscapes, or areas of tribal cultural or religious significance. For any site that qualifies as a TCR, historical resource or unique archaeological resource, mitigation of impacts on the resource shall follow standard professional procedures, including, but not limited to, avoidance, protection, written and photographic documentation, or other measures identified in California Public Resources Code section 21083.2, or in consultation with Tribes as described in (a), above.	Applicant, DSD	A, P,G	DSD

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Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.5-3 The proposed project could cause a substantial adverse change in the significance of previously undiscovered prehistoric or historic-period archaeological resources.	4.5-3a)	Construction personnel shall be informed of the possibility of buried cultural resources anywhere within the project site and the protocol to be followed if a tribal cultural resource is encountered. Prior to the onset of grading, the project applicant shall distribute a cultural resources handbook that explains the procedures to follow if cultural resources and human remains are encountered, provide a list of important contact information and phone numbers, and include written descriptions and photographic examples (where possible) of cultural resources. The project applicant ~~may~~ shall also hire a certified Tribal Monitor to conduct a pre-construction training of all construction personnel involved in grading and excavation activity. If the area has been previously determined to be culturally sensitive, the project proponent shall hire a certified tribal monitor to observe all initial ground disturbing activities (e.g., initial grading and trenching in areas not previously graded) in the area determined to be culturally sensitive. Additional monitoring of ground disturbing activities may be required, based on the sensitivity of the area.	Applicant	C	DSD
	4.5-3(b)	In the event that any previously unidentified subsurface archaeological or Tribal Cultural resources are discovered during construction-related earth-moving activities, all ground-disturbing activity within 100 feet of the resources shall be halted and the City of Lincoln (the City) shall be notified. The City shall consult with the consulting Tribe(s) to assess the significance of the find. If the find is determined to be significant by the Tribe(s) (i.e., because the find is determined to constitute either an historical resource, unique archaeological resource and/or a tribal cultural resource), then representatives of the City, the geographically and culturally affiliated tribal representative (for prehistoric and tribal cultural resources) and the qualified archaeologist and consulting tribe(s) shall meet to determine the appropriate course of action, with the City making the final decision. All significant cultural materials that cannot avoided in place shall be collected by the Tribal Monitor and stored in a secure location on site, such as a lock box or conex. All materials shall be reburied in an area that is predetermined to not have future ground disturbing activities. This area shall be recorded using GPS by the consulting Tribe and the location kept confidential in the tribal database.	Applicant, DSD	C	DSD
	4.5-3(c)	If the consulting Tribe(s) determines that some or all of the affected property qualifies as a Tribal Cultural Landscape, including a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine (Public Resources Code section 5097.9) or a Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historical Resources pursuant to Public Resources Code §5024.1, including any historic or prehistoric ruins, any burial ground, any archaeological or historic site (Public	Applicant	C	DSD

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Impact		**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.5-3 (continued)		Resources Code Section 5097.993), the archaeologist, in consultation with the tribe, shall recommend to the City potentially feasible mitigation measures that would preserve the integrity of the site or minimize impacts to it, including any or a combination of the following: i. Avoidance, preservation, and/or enhancement of all or a portion of the Tribal Cultural Landscape as open space or habitat, with a conservation easement dedicated to the most interested and appropriate tribal organization, if such an organization is willing to accept and maintain such an easement, or alternatively, a cultural resource organization that holds conservation easements; ii. An agreement with any such tribal or cultural resource organization to maintain the confidentiality of the location of the site so as to minimize the danger of vandalism to the site or other damage to its integrity; or *iii.* Other measures, short of full or partial avoidance or preservation, intended to minimize impacts to the Native American Cultural Place consistent with land use assumptions and the proposed design and footprint of the development project for which the requested grading permit has been approved.			
	4.5-3(d)	After receiving such recommendations, the City shall assess the feasibility of the recommendations and impose the most protective mitigation feasible. In reaching conclusions with respect to these recommendations, the City shall consult with both the project applicant and the geographically and culturally affiliated Tribe(s) engaged in AB52 consultation with the City.	City	C	DSD
	4.5-3(e)	Implement Mitigation Measure 4.5-4, in the event human remains are discovered.	See Measure 4.5-4		
4.5-4 The proposed project could disturb human remains.	4.5-4	If human remains are discovered at any project construction sites during any phase of construction, all ground-disturbing activity within 50 feet of the remains shall be halted immediately, and the City of Lincoln (the City) and the Placer County coroner shall be notified immediately. If the remains are determined by the County coroner to be Native American, the Native American Heritage Commission (NAHC) shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The project applicant shall also retain a professional archaeologist with Native American burial experience to conduct a field investigation of the specific site and consult with the Most Likely Descendant, if any, identified by the NAHC. As necessary, the archaeologist may provide professional assistance to the Most Likely Descendant, including the excavation and removal of the human remains. The City shall be responsible for approval of recommended	Applicant/City	C	DSD

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Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.5-4 (continued)		mitigation as it deems appropriate, taking account of the provisions of state law, as set forth in CEQA Guidelines section 15064.5(e) and Public Resources Code section 5097.98. The project applicant shall implement approved mitigation, to be verified by the City, before the resumption of ground-disturbing activities within 50 feet of where the remains were discovered.			
4.5-5 The proposed project could directly or indirectly destroy unique paleontological resources.	4.5-5(a)	Construction personnel shall be informed of the possibility of discovering fossils anywhere within the project site, but primarily in the western part of Phase 1, and the protocol to be followed if a fossil is encountered. This information shall be included in the "cultural resources handbook" prepared under Mitigation Measure 4.5-3. It shall describe procedures to follow if fossils are encountered, provide a list of important contact information and phone numbers, and include written descriptions and photographic examples (where possible) of the fossils. The project applicant may also hire a professional who meets the Society of Vertebrate Paleontology standards to conduct a pre-construction training of all construction personnel involved in grading and excavation activity.	Applicant/City	C	DSD
	4.5-5(b)	In the event that paleontological resources are discovered during earth-moving activities, ground-disturbing activity within 50 feet of the resources shall be halted until the project applicant hires a qualified paleontologist to examine the resources and assess its significance. If the resource is determined to be significant, representatives of the City of Lincoln (the City) and the qualified paleontologist shall determine the appropriate course of action (i.e., any additional exploratory measures deemed necessary for the further evaluation of and/or mitigation of adverse impacts to the resources), with the City making the final decision. All significant paleontological resources recovered shall be subject to scientific analysis and professional curation; a report of these activities shall be prepared for the City by the paleontologist according to current professional standards.	Applicant/City	C	DSD
4.6 Greenhouse Gas Emissions and Climate Change					
4.6-1 The proposed project would generate greenhouse gas emissions, either directly or indirectly, that would contribute	4.6-1(a)	An Energy Conservation Plan for all commercial and residential development shall be required prior to recordation of the first small lot Final Map. The plan shall describe the techniques and programs to be employed in the development of the project to achieve a minimum 15 percent energy efficiency above that required by the 2008 Title 24 energy efficiency regulations, or compliance with the then-current Title 24 energy efficiency regulations. These programs shall include one or more of the following, or equally effective measures: Participation in the PG&E Energy Star Performance Method. This method is available to builders of single-family and multi-family homes that are at least 15	Applicant	I	DSD

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Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
to global climate change.	percent more energy efficient than required by the 2008 Title 24 energy efficiency regulations and meet all US EPA specifications. Participating builders become part of the California Energy Star New Homes Program, and their homes earn the Energy Star label. Incremental incentives can also be earned by adding energy efficient appliances and/or lighting to homes. Plans submitted for Design Review shall include all energy efficiency features to be incorporated into the project. OR Participation in the New Solar Homes Partnership (NSHP) Performance Method. This method is available to builders of single-family homes that are at least 15 percent more efficient than required by the 2008 Title 24 energy efficiency regulations and meet all US EPA specifications. Prior to the issuance of a Building Permit, the floor plans and exterior elevations submitted in conjunction with the Building Permit application, shall show that the applicant has installed the appropriate number of solar panels or Photovoltaic roofing tiles throughout the project (described as lot numbers, locations, and/or building numbers and locations) to offset that development's share of the 7,599,510 kwh/year total Plan's onsite renewable energy offsets. OR Participation in the Build It Green Program, which was created by Build It Green, a non-profit organization whose mission is to promote health, durable, energy and resource efficient buildings throughout California. Using the Green Point Checklist, a home can be considered green if it fulfills the prerequisites and earns at least 50 points and meets the minimum points per category: Energy (30 points); Indoor Air Quality (5 points); Resources (6 points); and Water (9 points). Build It Green uses certified Green Point Raters to measure success with the program and verification of the measures employed to meet the requirements of the checklist. Plans submitted for Design Review shall include a completed copy of the Green Point Checklist.			

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Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.6-1 (continued)	4.6-1(b)	The project applicant shall be responsible for having prepared, by an experienced and qualified firm, an Energy Resource Conservation Guide that will provide educational information on how homeowners can increase energy efficiency and conservation in their new homes. The information will be delivered to each original homeowner as part of the move-in package. The information packet shall be reviewed by, and be subject to approval of, City of Lincoln staff. A copy of the Energy Resource Conservation Guide shall be submitted to the City for review prior to the completion of construction activities, and finalized before occupancy.	Applicant	O	DSD
	4.6-1(c)	Light Emitting Diode (LED) traffic signals and LED street lights, or more energy-efficient signals and streetlights, shall be installed in accordance with City improvement standards or as otherwise approved by the Development Services Director.	Applicant	G	DSD
	4.6-1(d)	The project applicant shall prepare a tree planting program to guide the planting of shade trees within residential lots and along streets in a manner that reduces radiant heat. Commercial and retail parking lots shall be planted with shade trees that will produce 50% coverage within 15 years. Landscape Plans submitted for Design Review shall include a copy of the tree planting program.	Applicant	G	DSD
	4.6-1(e)	A tree information planting and care guide shall be delivered to each original homeowner as a part of the move in package. If the guide is prepared by someone other than the City, it shall be reviewed by, and be subject to the approval of, City of Lincoln staff. . A copy of the tree information planting and care guide shall be submitted to the City for review prior to the completion of construction activities, and finalized before occupancy.	Applicant	O	DSD
	4.6-1(f)	Energy efficient lighting fixtures shall be installed as part of the original construction of residential and commercial structures. Plans submitted for Design Review shall include documentation of the energy efficient lighting fixtures to be used.	Applicant	B	DSD
	4.6-1(g)	New commercial buildings shall be 15 percent more energy efficient than the 2008 Title 24 building standards based on annual energy usage requirements, or comply with the then-current Title 24 energy efficiency regulations. Plans submitted for Design Review shall include all energy efficiency features to be incorporated into the project.	Applicant	B	DSD
	4.6-1(h)	Prior to approval of Improvement Plans, the applicant shall show that the roadway system shall be designed to accommodate the usage of neighborhood electric vehicles (NEVs).	Applicant	G	DSD, PSD
	4.6-1(i)	Prior to approval of a Grading Permit, Improvement Plans, or Design Review approval, the applicant shall show that bus turnouts and transit shelters shall be	Applicant	G	DSD, PSD

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4.6-1 (continued)		placed on roadways that are to be served by future bus transit in accordance with City improvement standards and as otherwise directed by City's Development Services Director.			
	4.6-1(j)	Implement Mitigation Measure 4.3-2.	See MM 4.3-2		

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4.7 Hazardous Materials					
4.7-2 The proposed project could occur in locations where historic land uses are known to have resulted in soil or groundwater contamination or may have the potential to have caused soil or groundwater contamination.	4.7-2(a)	Prior to approval of any Tentative Map and/or a specific development permit, the applicant shall submit a Phase I ESA that has been prepared in accordance with the most current ASTM 1527 standard. If the results of the Phase I ESA indicate no recognized environmental conditions, no further action is required. However, the City shall ensure Improvement Plans and/or grading permits include the requirements of Mitigation Measure 4.7-2(b) pertaining to the discovery of previously unidentified conditions or hazards. No Phase I ESA is necessary for the Walkup Ranch property because one has already been prepared.	Applicant	I	DSD
	4.7-2(b)	For any specific development location for which the Phase I ESA completed in accordance with Mitigation Measure 4.7-2(a) identifies recommendations for further investigation and/or remediation, prior to issuance of a grading permit for the affected location, the City shall ensure the recommendations are implemented to the satisfaction of PCDEHS. If contaminants are present at levels that could pose a human health or environmental risk that would be immediately dangerous to life and health, no soil disturbance shall be permitted until the location has been remediated to the satisfaction of PCDEHS. If contaminants are present at levels that do not pose an immediate threat, construction activities may proceed provided a Soil Management Plan and Health and Safety Plan prepared by a qualified professional have been submitted to and approved by PCDEHS. The City shall also ensure Improvement Plans and/or grading permits include the requirements of this Mitigation Measure 4.7-2(b) pertaining to the discovery of previously unidentified conditions or hazards. If previously unidentified contamination is discovered in the former Titan missile facility or gun range parcels (PA 15 and PA 66) (parcel numbers are based on the August 2011 Specific Plan), the City shall immediately notify CVRWQCB. Work in those areas shall not resume until approved by CVRWQCB.	Applicant	P,G	DSD PCDEHS CVRWQB

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4.7-3 Demolition of on-site structures to accommodate development of the Village 1 Specific Plan could expose people to potential health hazards by demolishing buildings on the project site that could contain asbestos and/or lead-based paint.	4.7-3	Prior to demolition of any structures located on the project site, the project applicant(s) shall retain a Cal OSHA-certified lead-based paint and ACBM contractor to conduct a risk assessment of all structures on-site constructed prior to 1978 for the presence of ACBMs and/or lead-based paint. If ACBMs and/or lead-based paint are determined to exist on site, the contractor shall prepare a site-specific ACBM and lead hazard control plan. If the plan calls for the removal of ACBMs and lead-based paints prior to demolition activities, ACBM removal methods may include, but are not limited to: dry stripping, wet controlled stripping, high pressure water jetting, and air management for hot stripping. Paint removal methods may include, but are not limited to: use of a heat gun, tools equipped with HEPA exhaust capability, wet scraping, and chemical removers. If removal is not deemed necessary prior to demolition, the plan shall make other recommendations for the containment of any ACBMs or lead-based paint materials that could be released into the environment during demolition activities, as well as appropriate disposal methods. The plan shall also provide specific instructions for providing protective clothing and gear for abatement personnel. Wastes from abatement and demolition activities shall be managed and disposed of at a landfill(s) licensed to accept ACBMs and lead-based waste. Once all abatement measures have been implemented, the project applicant(s) shall provide written documentation to the City that ACBM and lead-based paint testing and abatement, if necessary, has been completed in accordance with all federal, state, and local laws and regulations, including: lead-based paint exposure guidelines provided in “Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing” by the U.S. Department of Housing and Urban Development (HUD), Construction Safety Order 1532.1 from Title 8 of the California Code of Regulations (CCR), and the California Department of Health Services.	Applicant	P	DSD
4.8 Hydrology and Water Quality					
4.8-1 The proposed project would increase the amount of impervious surfaces and alter drainage patterns, which could increase the potential for	4.8-1(a)	i) Project applicant(s) shall ensure that planned improvements to the SR 193 bridge are operational prior to receiving a grading permit for development in the programmatic portion (beginning with Phase 2). OR ii) If SR 193 bridge improvements are not completed prior to receiving a grading permit for areas within the Auburn Ravine watershed, beginning with Phase 2, the applicant(s) shall provide on-site detention and/or retention to mitigate increases in water surface elevation (WSE) if the results of modeling show a 0.05-foot increase	Applicant	G	PSD DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024					
Impact		**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
localized and downstream flooding.		or greater in WSE, or if peak flow rates increase by 1 percent or more within project boundary or downstream of the SR 193 bridge. AND iii) Project applicant(s) shall provide for peak flow mitigation as defined in Village 1 Specific Plan, City of Lincoln, CA, Drainage Master Plan Table II.F.1B for the programmatic portion in order to mitigate potential on-site flooding from increased peak flows associated with development of the projects. Prior to issuance of a grading permit, project applicants shall demonstrate that provisions for peak flow mitigation in the preliminary grading plan, as defined in Village 1 Specific Plan, City of Lincoln, CA, Drainage Master Plan Table II.F.1B and Tables III.A.3A to III.A.3F, as applicable for the project. The City Engineer shall review plans for compliance with the applicable portions of Table II.F.1B and Tables III.A.3A to III.A.3F, as applicable, prior to issuance of a grading permit. Prior to issuing a building permit for any project in the Village 1 Specific Plan, overbank excavation and stabilization of channels that will receive runoff from the area(s) to be developed shall be completed. The City Engineer shall confirm that peak flow mitigation has been constructed in accordance with the approved plans. iv) The project applicant for projects within the programmatic portion of the project site shall prohibit development of structures within the modeled floodplains of North and South Ingram Slough as identified in the Village 1 Specific Plan, City of Lincoln, CA, Drainage Master Plan Post-Project 100-Year Floodplain Alt. 193 Fix figures.			
4.8-2 The proposed project would increase stormwater volumes in Auburn Ravine, Ingram Slough, Orchard Creek, and ultimately the Natomas Cross Canal.	4.8-2(a)	Prior to approval of the first final map, the Applicant shall identify 87.1 acre-feet of storage capacity in the watershed to accommodate increased stormwater runoff volumes associated with the programmatic portion of the Village 1 Specific Plan. Storage capacity may be incorporated into on-site design, obtained at the approved LFVMF, if operational at the time of development, or at a location approved by or acceptable to the City. The Applicant shall be required to cover its fair share of costs associated with construction, operation, and maintenance of the LFVMF to offset increased stormwater volume generated by the Village 1 Specific Plan. For capital improvements, funding shall be through the City's existing PFE program. Fees for operation and maintenance shall be through an assessment district established during the Final Map processing. Fees shall be paid in conjunction with issuance of building permits. If, at the time the first final map is submitted for approval, the regional facilities are not available or operational, or if additional capacity is required, the Applicant shall incorporate in to the final design sufficient on-site	Applicant	I	PSD DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.8-2 (continued)		storage capacity, or a combination of on-site and off-site capacity, to fully mitigate the 87.1 acre-feet. If off-site facilities are used, the Applicant shall be required to cover its fair share of costs associated with construction, operation, maintenance, and management of the regional retention facilities to offset increased stormwater volume generated by the Village1 Specific Plan. Assuming the regional facility has been constructed, Applicant shall pay the appropriate fees.			
4.8-3 The proposed project would include placement of fill in the 100-year floodplain (overbank area) to accommodate road crossings, culverts, and other structures.	4.8-3(a)	When the Oak Tree Lane bridge is in the design phase, the City shall ensure the bridge is designed to convey 100-year storm event flows in accordance with the Village 1 Specific Plan, City of Lincoln, CA, Drainage Master Plan.	City	G	PSD
	4.8-3(b)	Implement Mitigation Measure 4.8-1 (V1SP DMP recommendations).			
4.8-4 The proposed project would increase the types and amounts of pollutants in stormwater runoff that could be discharged to Ingram Slough and its tributaries and Auburn Ravine, which could degrade water quality.	4.8-4	Low Impact Development BMPs. Project Conditions of Approval shall specify that appropriate Best Management Practices (BMPs) be incorporated into project design prior to approval of final grading/improvement plan(s) to reduce urban pollutants in runoff, consistent with goals and standards established under federal and State non-point source discharge NPDES regulations and Basin Plan water quality objectives, the City's Post-Construction Stormwater Runoff Control Ordinance No. 826B, and Low-Impact Development (LID) alternatives for stormwater quality control per Public Facilities and Services Implementation Measure 3.0 of the adopted 2050 General Plan. The proposed water quality facilities shall be identified and designed in a Water Quality Management Plan prepared in accordance with Section 8.60.40 of the City's Municipal Code for City review and approval. All water quality facilities identified in the Water Quality Management Plan shall be constructed with the installation of the infrastructure.	Applicant	G	PSD DSD

4.8-4 (continued)	The Water Quality Management Plan shall include a description of all non-structural BMPs and include Covenants, Codes, and Restrictions (CC&Rs), or similar regulatory mechanism, to enforce implementation of non-structural BMPs. Non-structural BMPs shall include, but not be limited to, "good housekeeping" practices for materials storage and waste management, storm drain system stenciling, landscape chemical use guidelines, and street sweeping. The Water Quality Management Plan shall also include the method or methods for funding the long-term maintenance of the proposed water quality facilities. The City shall formally adopt and implement a funding mechanism specifically to fund the long-term maintenance of the proposed water quality facilities as proposed by the Stormwater Management Plan. The project Applicant shall submit a site-specific BMP plan showing the on-site locations and effectiveness of the BMP facilities proposed for long-term water quality impact reduction prior to project approval. The plan shall include a method or methods for financing the long-term maintenance of the proposed site-specific facilities. All BMPs for water quality protection, source control, and treatment control shall be developed in accordance with the Stormwater Quality Design Manual for the Sacramento and South Placer Regions (or other similar source approved by the City) for the project. The BMPs shall be designed to mitigate (minimize, infiltrate, filter, or treat) stormwater runoff. Flow or volume based post-construction BMPs shall be designed at a minimum in accordance with the PCFCWCD and City standards and shall be included for long-term maintenance of BMPs. All BMPs shall reflect the Best Available Technologies (BAT) available at the time of implementation and shall reflect site-specific limitations. The City shall make the final determinations as to the appropriateness of the BMPs proposed for the proposed project and the City shall ensure future implementation, operation, and maintenance of the BMPs. To comply with the requirements of the Placer County Mosquito and Vector Control District, all BMPs shall be designed to discharge all waters within 96 hours of the completion of runoff from a storm event. All graded areas must drain so that no standing water can accumulate for more than 96 hours within water quality facilities. Stormwater runoff from the proposed project's impervious surfaces (including roads) shall be collected and routed through specially designed water quality treatment facilities (BMPs) for removal of pollutants of concern (i.e. sediment, oil/grease, etc.), as approved by the City. The Applicant shall verify that proposed BMPs are appropriate to treat the pollutants of concern from the proposed project and shall provide for the establishment of vegetation, where specified, by means of proper irrigation, for effective performance of BMPs. Maintenance of these facilities shall be provided by the City. Prior to project approval or Final Map approval, easements shall be created and offered for dedication to the City for maintenance and access to these facilities in anticipation of possible City maintenance. No water			

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.8-4 (continued)		quality facility construction shall be permitted within any identified wetlands area, floodplain, or right-of-way, except as authorized by project approvals.			
		4.9 Land Use			
4.9-2 The proposed project could result in incompatibilities with adjacent land uses.	4.9-2	Implement Mitigation Measure 4.9-1(b): When occupied residences would be located adjacent to active agricultural operations, including livestock grazing and/or confinement, the applicant shall provide to those home buyers information about the agricultural operations and potential nuisance activities occurring on lands adjacent to the project site, including a copy of Placer County's Right-to-Farm Ordinance. Residential development located next to active agricultural areas shall have a notice included in the deed notifying buyers of the agricultural use.	See MM 4.9-1(b)		
		4.10 Noise			
4.10-1 The proposed project would increase traffic noise levels at existing noise-sensitive land uses in the project vicinity.	4.10-1(a)	The City shall work with Placer County and the Town of Loomis when Sierra College Boulevard is widened to four lanes from Taylor Road to Twelve Bridges Drive to encourage the use of rubber asphalt or an equally effective noise-suppressing surface.	City	When SCB planned for widening	DSD
	4.10-1(b)	The City shall coordinate with Caltrans and/or South Placer Regional Transportation Authority (SPRTA) when SR 193 is widened to four lanes from west of Sierra College Boulevard to encourage the use of rubber asphalt or an equally effective noise-suppressing surface.	City	When SR 193 planned for widening	DSD
	4.10-1(c)	An acoustical analysis shall be prepared during design of the Oak Tree Lane extension which shall identify mitigation measures to ensure outdoor activity areas of nearby residences do not exceed 60 dB Ldn and indoor areas do not exceed 45 dB Ldn. The construction of Oak Tree Lane shall include one of more of the following measures as necessary to ensure that outdoor activity areas of nearby residents do not exceed 60 dB Ldn and indoor areas do not exceed 45 dB Ldn: increasing the distance of the road from the residences, berms, walls or a combination of such features and/or use of rubberized asphalt or similar materials.	City	During design of Oak Tree Lane extension	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.10-2 The proposed project would expose noise-sensitive land uses to construction noise.	4.10-2(a) Construction hours shall be limited to 7am to 7pm, Monday through Friday (unless extended by special permit). 4.10-2(b) All internal combustion engines associated with stationary and mobile construction equipment shall have adequate mufflers equal to or better than those supplied with the equipment by the manufacturer. 4.10-2(c) Onsite construction staging areas shall be located as far as practical from existing residential areas. 4.10-2(d) Advance notice shall be provided to all residences located within 300 feet of extensive compaction activities, including the approximate start date and duration of such compaction activities.	Applicant	C	PSD, DSD
4.10-3 The proposed project would expose noise-sensitive land uses to noise generated by commercial and recreational activities.	4.10-3(a) During design review for the Village Mixed Use area, the applicant shall demonstrate that outdoor areas associated with residential units will be protected from noise by one or a combination of the following and/or equally effective measures: i) Mechanical equipment associated with the commercial uses shall be shielded from view of adjacent residential uses by building parapets or located within mechanical equipment rooms, AND/OR ii) Commercial loading docks located within 300 feet of existing or proposed residences shall be positioned in areas shielded from view of those residences by intervening commercial buildings, AND/OR iii) Solid noise barrier shall be constructed at the boundary of the commercial uses of sufficient height to intercept line of sight between heavy trucks and the affected area of the residential use, AND/OR iv) Truck deliveries shall be limited to daytime hours (7 am – 10 pm). AND/OR v) Signs shall be posted prohibiting idling of delivery trucks to 10 minutes or less.	Applicant	B	DSD
	4.10-3(b) For recreational uses, one or a combination of the following shall be used to minimize the effects of outdoor noise on nearby residences during evenings and nighttime:	Applicant	B	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.10-3 (continued)	i) Any outdoor activity areas, such as sports fields or an amphitheater that seat large numbers of spectators and/or include mechanical amplification shall be sited and oriented away from residential areas, and shall be designed so that residential areas are shielded from noise from these sources; AND/OR ii) Loudspeakers and other forms of amplification shall not be used in outdoor activity areas after 10 pm; AND/OR iii) The City shall place a nuisance easement over residential lots in the vicinity of activity areas that would produce amplified noise in the evening or nighttime.			
4.10-4 The proposed project would contribute to cumulative increases in traffic noise levels.	4.10-4 The City shall coordinate with Caltrans and/or South Placer Regional Transportation Authority (SPRTA) when Sierra College Boulevard is widened to four lanes south of SR 193 to encourage the use of rubber asphalt or an equally effective noise-suppressing surface.	City	When SCB planned for widening	DSD
4.10-5 The proposed project could expose future noise-sensitive land uses within the Village 1 Specific Plan area to elevated traffic noise levels.	4.10-5(a) Any residential development proposed within the 60-65 dB Ldn contour distances of Table 4.10-12, as measured from roadway centerline, shall include one of the following measures to ensure traffic noise does not exceed acceptable limits at the exterior and interior spaces of the residences: i) The setback from the roadway shall be increased to locate the primary outdoor activity area beyond the 60 dB Ldn contour. OR ii) The primary outdoor activity areas shall be located on portions of the property that are shielded from view of the roadway(s). OR iii) Noise barriers shall be constructed of sufficient height to intercept line of sight between the primary outdoor activity areas and roadway(s) in question. Such barriers could take the form of earthen berms, solid walls, or a combination of the two.	Applicant	G	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.10-5 (continued)	OR iv) The residential structures shall be located between the primary outdoor activity area and subject roadway(s).			
	4.10-5(b) Air conditioning or mechanical ventilation shall be provided to allow occupants to close doors and windows as desired for acoustical isolation from elevated traffic noise levels.	Applicant	B	DSD
	4.10-5(c) Any residential development proposed within the 65-70 dB Ldn contour distances of Table 4.10-12, as measured from roadway centerline, shall include all of the following measures in addition to those specified in MM 4.10-5(b) to ensure traffic noise does not exceed acceptable limits at the exterior and interior spaces of the residences: i) Noise barriers shall be designed of sufficient height to reduce exterior noise levels to 60 dB Ldn or less in primary outdoor activity areas. AND ii) All windows and sliding glass doors from which the subject roadways are visible shall have a minimum Sound Transmission Class (STC) rating of 32. AND iii) Exterior wall construction shall be stucco siding, or wood siding with a 3/4 inch shear under-layer, or the acoustic equivalent. AND iv) All exterior wall cavities shall be fully insulated.	Applicant	G, B	DSD
4.12 Public Services				
4.12-7 The proposed project would generate demand for park and recreation facilities.	4.12-7 The project applicant shall pay all applicable fair-share fees to the City pursuant to the established Park In-Lieu Fee Program and the applicable Public Facilities Element fees program to fund the provision of recreational facilities to meet demands created by Phase 1 development.	Applicant	B	DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	4.13 Public Utilities			
4.13-1 The proposed project would increase the demand for water supplies.	4.13-1(a) Prior to recordation of each Final Map for each subsequent project, the City of Lincoln shall obtain necessary entitlements demonstrating there will be adequate water supply to serve the portion of the proposed project defined on the Final Map, in accordance with Government Code Section 66473.7(a)(1) – SB 221 Written Verification of Water Supply. The commitment for service will require execution of a service order agreement, and the City shall collect necessary fees at the time of building permit issuance.	Applicant	I	DSD, PSD
	4.13-1(b) Prior to the approval of the 1,200th connection to the City's water system or a demand of 1,500 gpm within Village 1 and/or Village 2, whichever occurs first, the City shall ensure the following four improvements, or equally effective improvements for distribution, have been completed and are operational: i) new 30-inch pipeline, to be owned by PCWA, connecting the 42-inch pipeline in the Catta Verdera 5 MG storage tank area to the City Pond Area, ii) new PCWA-owned metering station at the City Pond site, similar to the existing PCWA metering station at the Catta Verdera 5 MG tank site, to provide surface water deliveries to the City from the new 30-inch PCWA pipeline, iii) City-owned 16-inch high pressure pipeline to supply portions of the Catta Verdera development by gravity from the new PCWA metering station at the City Pond site so the current City booster pumping station serving the area can be placed on standby, iv) City-owned 36-inch pipeline that will connect the new PCWA metering station to the existing 24-inch pipeline in Twelve Bridges Drive and the existing 30-inch pipeline to supply the Reservoir 1 tank sites from the new PCWA metering station.	City	Prior to 1,200th connection	DSD
	4.13-1(c) Prior to the cessation of the 2004 Temporary Agreement, the City shall provide for its fair share funding of the design and construction of Phase 1 of the NID RWSP 10-mgd treatment facility and associated storage and transmission facilities. Funding shall be timed to ensure that water from the RWSP will be available at the point at which PCWA no longer treats and conveys NID water under the 2004 Temporary Agreement.	City	Prior to cessation of temporary agreement	

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.13-2 The proposed project would contribute to cumulative increases in demand for treated water supplies and distribution.	4.13-2	Implement Mitigation Measure 4.13-1(b) and (c).	See MM 4.13-1(b)		
4.13-5 The proposed project would contribute to cumulative increases in wastewater generation requiring conveyance to and treatment at the WWTRF.	4.13-5	Prior to approval of the first Final Small Lot Map for the first planning area developed in the programmatic portion of the Village 1 Specific Plan, the City shall ensure the planned expansion of the WWTRF provides adequate capacity to accommodate flows from the programmatic portion of the project site. The project applicants shall pay fair-share cost of required fees to fund the expansion of the WWTRF.	City	I	DSD
4.13-8 The proposed project would use energy for construction and operation.	4.13-8	Implement Mitigation Measures 4.3-1, 4.3-2, 4.6-1, and 4.13-12.	See MMs 4.3-1, 4.3-2, 4.6-1 and 4.13-12		
4.13-12 Construction of the proposed project would generate demolition waste and construction debris.	4.13-12	Prior to issuance of building permits for each individual project, project applicants shall prepare a waste management plan to divert at least 50 percent of the construction materials generated during construction of the particular project to ensure compliance with CALGreen requirements.	Applicant	G	DSD
4.14 Transportation and Circulation					
4.14-1 The proposed project	4.14-1	The City shall construct the following improvements prior to the service level degrading to LOS D and/or when signal warrants are met. These improvements	City	in accordanc	DSD, PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
would increase traffic at intersections within the City of Lincoln.		shall be incorporated into the City's PFE fee program or other appropriate fee program. If there are not enough funds to construct the improvements when they are needed, then the applicant shall provide the necessary funding, subject to reimbursement as PFE fees are collected from City development projects. a) Signalize the intersection of Ferrari Ranch Road and Ingram Parkway or widen Ferrari Ranch Road to four through lanes when the LOS approaches D and/or signal warrants are met. b) Signalize the intersection of Ferrari Ranch Road and Sun City Boulevard or, for Phase 1 only, widen Ferrari Ranch Road to four lanes when the LOS approaches D and/or signal warrants are met.		e with mitigation	
	4.14-1(c)	Signalize the intersection of Twelve Bridges Drive and Sierra College Boulevard when the LOS approaches D and/or signal warrants are met.	City	When signal warrants met	DSD
4.14-3 The proposed project would increase traffic on roadways outside the City of Lincoln.	4.14-3	If and when the Town of Loomis becomes a participant in SPRTA and/or the City and the Town enter into a reciprocal agreement for payment of fees to offset traffic impacts, the proposed project shall contribute its fair share toward the widening of Sierra College Boulevard to four lanes from the Town of Loomis limits to Taylor Road.	City, Loomis	If and when Loomis joins SPARTA and/or enters agreement with the City of Lincoln	DSD
4.14-4 The proposed project would increase traffic on impact a.m. and p.m. peak hour level of service on freeways under Existing Plus Project conditions.	4.14-4	The City shall work with Caltrans on the timing of an additional mainline lane is constructed on SR 65 northbound between I-80 and Galleria Boulevard.	City, Caltrans	O	PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.14-7 The proposed project would contribute to cumulative increases in traffic at intersections outside the City of Lincoln.	4.14-7(a) The proposed project shall contribute its fair share toward restriping to create a separate westbound right turn lane and northbound acceleration lane at the intersection of Sierra College Boulevard & English Colony Way (2030 and 2050).	Applicant	Payment of SPARTA fees	DSD
	4.14-7(b) If and when the Town of Loomis becomes a participant in SPRTA and/or the City and the Town enter into a reciprocal agreement for payment of fees to offset traffic impacts, the proposed project shall contribute its fair share toward restriping to create a second southbound left turn lane at the intersection of Sierra College Boulevard & King Road (2030 and 2050).	Applicant	If and when Loomis joins SPARTA and/or enters agreement with the City of Lincoln	DSD, PSD
	4.14-7(c) The proposed project shall contribute its fair share toward eliminating southbound U- turns on Wildcat Boulevard and providing a right turn “overlap” signal phase on westbound West Stanford Ranch Road (2030).	Applicant	If and when the cities of Rocklin and Lincoln enter agreement	DSD, PSD
	4.14-7(d) The proposed project shall contribute its fair share toward providing a second eastbound left turn lane on Ranch View Drive at its intersection with Wildcat Boulevard (2030).	Applicant	If and when the cities of Rocklin and Lincoln enter agreement	DSD, PSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST PROJECT June 2024					
Impact	**Mitigation Measures – Programmatic Portion**		**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.14-8 The proposed project would contribute to cumulative increases in traffic on local roadways outside the City of Lincoln.	4.14-8	The proposed project shall contribute its fair share toward the widening of Sierra College Boulevard to 6 lanes if and when this improvement is included in the SPRTA fee program. (2030 and 2050).	Applicant	If and when improvement is included in SPARTA fee	DSD, PSD
4.14-9 The proposed project would contribute to cumulative increases in traffic levels on freeways.	4.14-9	The proposed project shall contribute its fair share toward the construction of an auxiliary lane on SR 65 Bypass Southbound from Ferrari Ranch Road to Lincoln Boulevard if and when the improvement is added to the SPRTA fee program and/or an agreement for collection of such fees is entered into by the City and Caltrans. (2030)	Applicant	If and when improvement is included in SPARTA fee	DSD, PSD

Abbreviations

Monitoring Responsibility
DSD = City of Lincoln Development Services Department
PSD = City of Lincoln Public Services Department
PCAPCD = Placer County Air Pollution Control District
CDFG = California Department of Fish and Game
PCDEHS = Placer County Environmental Health Services
Corps = U.S. Army Corps of Engineers

Timing of Action
I = Prior to Construction Drawing Approval
G = Prior to Improvement Plan/Grading Permit Approval
P = Pre-Construction/Grading
C = During Construction/Grading
O = Prior to Occupancy
B = Prior to Building Permit

ORDINANCE ####B

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, notices describing the proposed Development Agreement for the Stardust Project were sent to neighboring property owners pursuant to the Lincoln Municipal Code Section 18.80.030 and notice of the hearing was published in accordance with Section 6061 of the Government Code in at least one newspaper of general circulation within the City of Lincoln at least ten calendars days before the City Council's public hearing; and

WHEREAS, on August 12, 2025, the City Council did hold a duly noticed public hearing and, following discussion and public testimony, vote to adopt the proposed Development Agreement for the Stardust Project.

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

1. The City Council hereby incorporates by reference the recitals set forth above.

2. Development Agreement Findings. 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.

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.

4. 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.

5. Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code § 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on August 12, 2025.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

ABSENT: 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

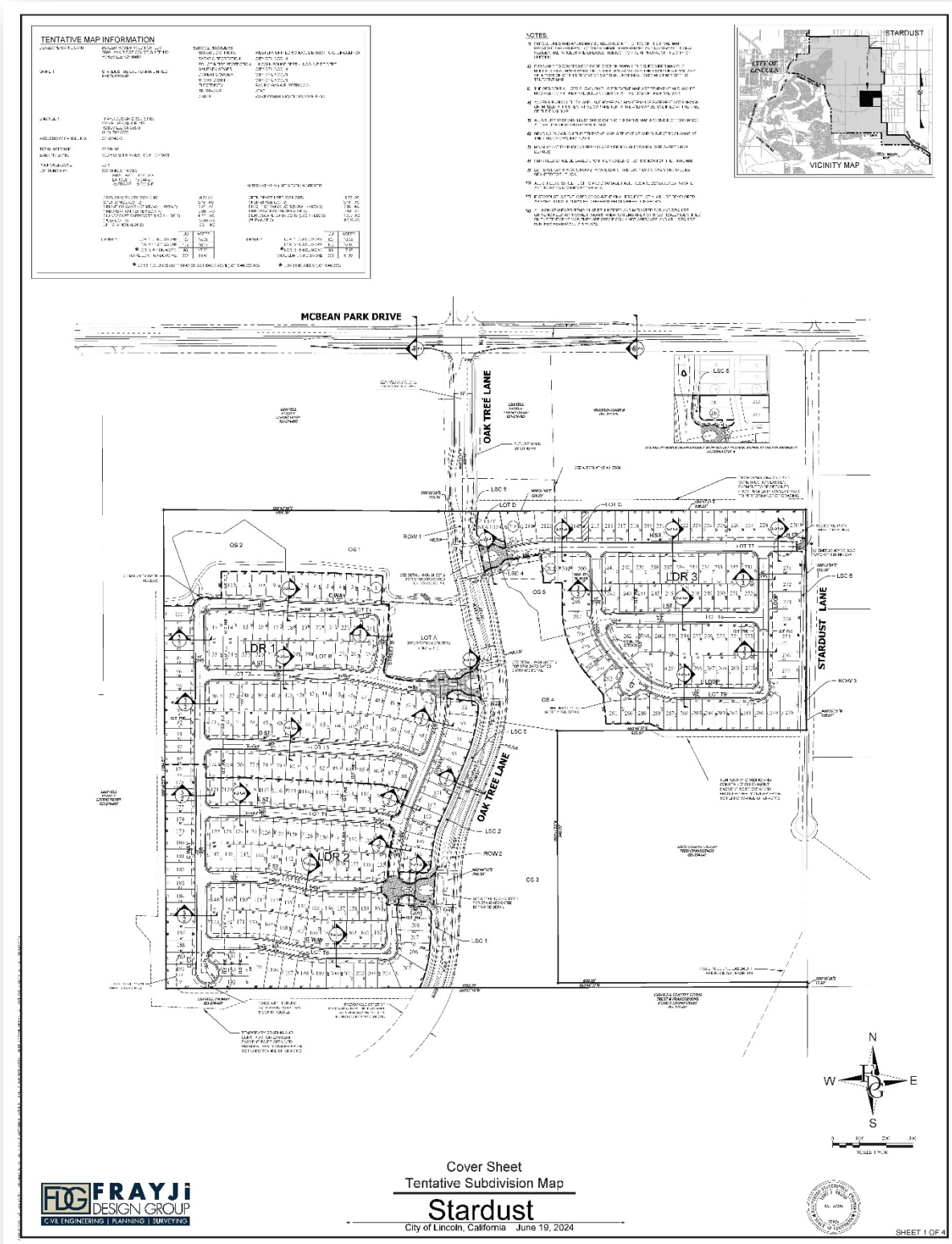


EXHIBIT B

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

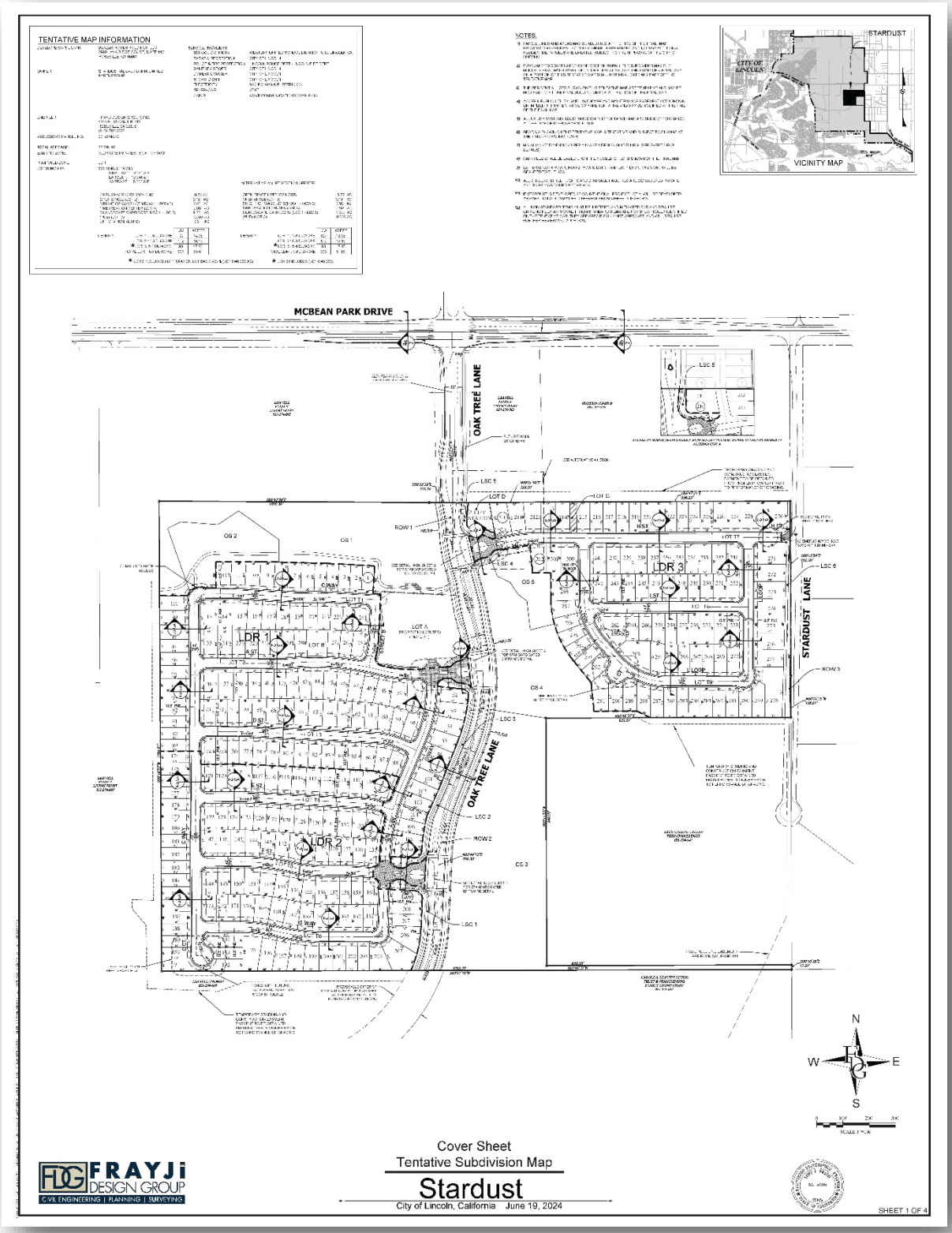

TENTATIVE MAP INFORMATION
NOTES
STARDUST
CITY OF LINCOLN
VICINITY MAP
MCBEAN PARK DRIVE
OAK TREE LANE
STARDUST LANE
LDR 1
LDR 2
LDR 3
OS 1
OS 2
OS 3
OS 4
OS 5
LSC 1
LSC 2
LSC 3
LSC 4
LSC 5
LSC 6
ROW 1
ROW 2
ROW 3
LOT A
LOT B
LOT D
LOT E
LOT T7
LOT T8
LOT T9
N
W
E
S
Cover Sheet
Tentative Subdivision Map
Stardust
City of Lincoln, California June 19, 2024
FRAYJi DESIGN GROUP
CIVIL ENGINEERING | PLANNING | SURVEYING
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 8.B

SUBJECT: Waive First Reading and Introduce by Title Only an Ordinance Authorizing the Levy of Special Taxes Within City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East), Adopt a Resolution Establishing City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) and Calling an Election Therein, Adopt a Resolution Determining Necessity to Incur Bonded Indebtedness for City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East), and Adopt a Resolution Certifying Election Results. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: Finance

DATE: August 12, 2025

STAFF RECOMMENDATION:

- Hold a Public Hearing regarding the formation of City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East)
- Adopt Resolution Establishing City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) and Calling an Election Therein
- Adopt Resolution Determining Necessity to Incur Bonded Indebtedness for City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East)
- Adopt Resolution Certifying Election Results
- Introduce Ordinance Authorizing the Levy of Special Taxes Within City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East)

BACKGROUND/INTRODUCTION:

The property to be included within proposed City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) ("CFD No. 2025-1" or the "District") is located on the corner of Joiner Parkway and Nicolaus Rd. (the "Property"). The Property is approximately 26 gross acres and is entitled for 198 detached single family residential lots. The Master Developer of the Property is Taylor Builders on behalf of JEN CALIFORNIA 24 LLC. D.R. Horton and its landbank Hearthstone are under contract to acquire all 198 lots and to date have acquired 114 lots from the Master Developer. JEN CALIFORNIA 24 LLC, D.R. Horton and Hearthstone are collectively referred to herein as the "Property Owners."

The Property Owners have requested that the City form CFD No. 2025-1 to encompass the Property in accordance with the Mello-Roos Community Facilities Act of 1982, as amended

(the “Act”), to finance the costs of certain public improvements through the levy of a special tax and the issuance of bonds. The maximum amount of bonded indebtedness proposed is $23,500,000.

The Property Owners have requested that the boundaries of CFD No. 2025-1 include the area described in Attachment A of the Resolution of Intention to Establish CFD No. 2025-1 adopted on June 24, 2025 (the “Resolution of Intention”), and that special taxes be levied within the boundaries of the District in accordance with the Rate and Method of Apportionment (the “RMA”) described in Attachment C to the Resolution of Intention. The Resolution of Intention was the first step in the process of forming CFD No. 2025-1 and, together with the Resolution of Intention to Incur Bonded Indebtedness by CFD No. 2025-1, which was also adopted by the City Council on June 24, 2025, declared the City’s intention to form CFD No. 20251, incur bonded indebtedness by CFD No. 2025-1, and called for a public hearing to take place on August 12, 2025. Notice of the public hearing was published on August 1, 2025, and mailed to each of the Property Owners.

In connection with the public hearing, Goodwin Consulting Group. Inc. has prepared a CFD Report which describes and analyzes the facilities to be financed by CFD No. 2025-1 and the estimated costs of such facilities. Following the close of the public hearing, the City Council will be asked to adopt the Resolution of Formation for CFD No. 2025-1 and the Resolution Determining Necessity to Incur Bonded Indebtedness by CFD No. 2025-1 which, together, approve the formation of the CFD No. 2025-1, the levy of the special taxes in CFD No. 2025-1 in accordance with the RMA and determines the necessity for CFD No. 2025-1 to issue bonds in an amount not to exceed $23,500,000. Such resolutions call for an election to submit to the qualified voters of the CFD No. 2025-1 ballot measures on the approval of the special taxes, the issuance of bonds and an appropriations limit for the CFD No. 2025-1.

The Resolution of Formation also approves the execution and delivery of an Acquisition, Construction and Funding Agreement with JEN CALIFORNIA 24 LLC (the “Acquisition Agreement”). The Acquisition Agreement sets forth the terms pursuant to which CFD No. 2025-1 will acquire improvements constructed by the Master Developer from bond proceeds from CFD No. 2025-1 and how the Master Developer will be reimbursed for development impact fees from bond proceeds. In order to be eligible for acquisition, such facilities must be constructed in accordance with the terms and conditions of the Acquisition Agreement. The City and CFD No. 2025-1 are only required to pay for the acquisition of such facilities from the proceeds of bonds or special taxes levied in CFD No. 2025-1 and not from any other source.

The Acquisition Agreement contains a provision requiring that the special taxes be levied within CFD No. 2025-1 at the maximum rates permissible under the RMA from Fiscal Years 2026-27 through 2035-36 for the purpose of using the special taxes in excess of what is needed to pay debt service on bonds and the City’s administrative expenses to reimburse the Master Developer for the cost of improvements and/or development impact fees which are not otherwise reimbursed from bond proceeds.

On file with the City Clerk is confirmation from Placer County that there are no registered voters residing within the boundaries of the CFD No. 2025-1. Accordingly, under the Act, only property owners owning land in CFD No. 2025-1 are eligible to vote at the election for CFD No. 2025-1 with each owner having one vote for each acre (or portion thereof) that they own within CFD No. 2025-1. The Property Owners have each executed a consent and waiver of certain election procedures with respect to the election, including certain timing requirements

with respect to the election, in accordance with the Act. Accordingly, if the City Council approves the Resolution of Formation and the Resolution Determining Necessity to Incur Bonded Indebtedness, the City Clerk will conduct the election. The Property Owners will have delivered their ballots to the City Clerk in advance of the public hearing, and the City Clerk will announce the election results and the City Council will be asked to adopt the Resolution Certifying the Election Results. Upon certification that 2/3rds of the votes cast are in favor of the propositions voted upon in CFD No. 2025-1, the Resolution Certifying the Election Results will direct the City Clerk to record a notice of special tax lien on the property within CFD No. 2025-1. The City Council will then be asked to introduce the ordinance authorizing the levy of the special tax within CFD No. 2025-1, in accordance with the RMA.

FINDINGS/ANALYSIS:

The proposed detached single family homes with the proposed District consist of 4 separate floor plans and range in average square footage of approximately 1550 sq/ft to 2300 sq/ft. The effective tax rate in the District is estimated to be at approximately 1.85% of the estimated sales prices. 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%.

ENVIRONMENTAL REVIEW:

Joiner Ranch East received requisite environmental approvals in connection with the land use approvals for the Property.

LEVINE ACT COMPLIANCE:

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

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

FISCAL IMPACT:

The Master Developer has made a deposit of $70,000 to pay for the costs of the formation proceedings which may be reimbursed to the Master Developer in accordance with the Reimbursement Agreement. If established and subject to necessary Council and voter approvals, CFD No. 2025-1 will annually levy special taxes on all of the taxable property within the District in accordance with the RMA (as attached to the Resolution of Intention). Such special taxes will be used to pay for the costs of facilities, debt service on bonds and administration of CFD No. 2025-1. ***Any bonds issued by CFD No. 2025-1 are not obligations of the City and will be secured solely by the Special Taxes levied within CFD No. 2025-1.***

ATTACHMENTS:

1. Resolution of Formation (City of Lincoln CFD No. 2025-1 (Joiner Ranch East)) 4909-8412-9108_3.docx

2. Resolution of Necessity to Incur Debt (City of Lincoln CFD No. 2025-1 (Joiner Ranch East)) 4933-4906-1204_3.docx

3. Resolution Certifying Election Results (City of Lincoln CFD No. 2025-1 (Joiner Ranch East)) 4921-8848-4180_3.docx

4. Ordinance (City of Lincoln CFD No. 2025-1 (Joiner Ranch East)) 4929-9503-5732_3.docx

5.a. Landowner Waiver (Hearthstone) (City of Lincoln CFD No. 2025-1 (Joiner Ranch East)), 4907-0029-2948_4.docx

5.b. Landowner Waiver (JEN California) (City of Lincoln CFD No. 2025-1 (Joiner Ranch East)), 4923-9046-6132_4.docx

5.c. Landowner Waiver (DR Horton) (City of Lincoln CFD No. 2025-1 (Joiner Ranch East)), 4931-5015-9700_4.docx

6. Confirmation from County Regarding Registered Voters..pdf

7. Acquisition and Funding Agreement (City of Lincoln CFD No. 2025-1 (Joiner Ranch East))-v3.docx

8. Joiner Ranch East CFD Report.pdf

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA, ESTABLISHING CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (JOINER RANCH EAST), AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

WHEREAS, the City Council (the "City Council") of the City of Lincoln (the "City") has heretofore adopted Resolution No. 25-4839 stating its intention to form City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) ("Community Facilities District No. 2025-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, a copy of Resolution No. 2025-087 setting forth a description of the proposed boundaries of Community Facilities District No. 2025-1, the facilities and incidental expenses to be financed by the District and the rate and method of apportionment of the special tax proposed to be levied within the District is on file with the City Clerk; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form proposed Community Facilities District No. 2025-1 and to levy a special tax (the "Special Tax") and to incur bonded indebtedness in one or more series in the maximum aggregate principal amount of $23,500,000 therein to finance the facilities and incidental expenses described in Resolution No. 2025-087; and

WHEREAS, on August 12, 2025, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2025-1, the levy of the Special Tax therein and the issuance of bonded indebtedness by the District; and

WHEREAS, at the August 12, 2025, public hearing there was filed with this City Council a report containing a description of the facilities necessary to meet the needs of the District and an estimate of the cost of such facilities as required by Section 53321.5 of the Act (the "CFD Report"); and

WHEREAS, at the August 12, 2025, public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-1, the levy of the Special Tax and the issuance of bonded indebtedness were heard and full and fair hearings were held; and

WHEREAS, following the public hearing, this City Council has determined to authorize the formation of the District to finance the types of facilities (the "Facilities") and the incidental expenses (the "Incidental Expenses") set forth in Exhibit A hereto, which are described in more detail in the CFD Report; and

WHEREAS, at the public hearing evidence was presented to this City Council on the matters before it, and the proposed Special Tax to be levied within the District was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing was fully advised as to all matters relating to the formation of the District, the levy of the Special Tax and the issuance of bonded indebtedness therein; and

WHEREAS, this City Council has determined, based on a Certificate of Registrar of Voters of the County of Placer on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of Community Facilities District No. 2025-1 for each of the 90 days prior to August 12, 2025 and that the qualified electors in Community Facilities District No. 2025-1 are the landowners within the District; and

WHEREAS, on the basis of all of the foregoing, this City Council has determined to proceed with the establishment of Community Facilities District No. 2025-1 and to call an election therein to authorize (i) the levy of Special Tax pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment C to Resolution No. 2025-087 (the "Rate and Method"), (ii) the issuance of bonds to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for Community Facilities District No. 2025-1; and

WHEREAS, in order to facilitate the funding of the Facilities to be owned and operated by the City, the legislative body of the District desires to enter into an Acquisition, Construction and Funding Agreement (the "Acquisition Agreement") with JEN California 24 LLC, a California limited liability company (the "Developer") and the form of the Acquisition Agreement is on file with the City Clerk; and

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

Section 1. The above recitals is true and correct.

Section 2. A community facilities district to be designated "City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East)" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

Section 3. The boundaries of Community Facilities District No. 2025-1 are established as shown on the map designated "Proposed Boundaries of City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East), County of Placer, State of California", which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the office of the County Recorder of the County of Placer, State of California in Book No. 5 at Page No. 38 on June 30, 2025 as Instrument No. 2025-0035114.

Section 4. The types of Facilities and Incidental Expenses authorized to be provided for Community Facilities District No. 2025-1 are those set forth in Exhibit A attached hereto. The estimated cost of the Facilities and Incidental Expenses to be financed is set forth in the CFD Report, which estimates may change as the Facilities are designed and bid for construction and acquisition, as applicable.

The City is authorized by the Act to contribute revenue to, or to construct or acquire the Facilities, all in accordance with the Act. The City Council finds and determines that the proposed Facilities are necessary to meet the increased demand that will be placed upon local agencies and public infrastructure as a result of new development within the District and that the Facilities to be financed, including those to be financed pursuant to any joint community facilities agreements entered into with the County of Placer and/or the South Placer Regional Transportation Authority, benefit residents of the City and the future residents of the District.

Section 5. Except where funds are otherwise available, it is the intention of this City Council, subject to the approval of the eligible voters of the District, to levy annually a Special Tax at the rates set forth in the Rate and Method on all non-exempt property within the District sufficient to pay for (i) the Facilities, (ii) the principal and interest and other periodic costs on the bonds proposed to be issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of reserve funds, any remarketing, credit enhancement and liquidity facility fees and other expenses of the type permitted by Section 53345.3 of the Act; and (iii) the Incidental Expenses. The District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the District, the issuance of bonds, the levying and collecting of the Special Tax, the completion and inspection of the Facilities and the annual administration of the bonds and the District. The Rate and Method is described in detail in Attachment C to Resolution No. 2025-087 and incorporated herein by this reference, and the City Council hereby finds that the Rate and Method contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the CFD Report, which is incorporated by reference herein, the Special Tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2025-1 will place on the Facilities and on the benefit that each parcel will derive from the right to access the Facilities and, accordingly, is hereby determined to be reasonable. The Special Tax shall be levied on each assessor's parcel in accordance with the Rate and Method provided, however, that the Special Tax shall not be levied after Fiscal Year 2065-66. The Special Tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such Special Tax is not on or based upon the ownership of real property or the assessed value of real property.

If Special Taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time except as authorized under the Rate and Method, (ii) the Special Tax shall not be levied after Fiscal Year 2065-66, and (iii) under no circumstances will the Special Tax levied against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The City Manager of the City of Lincoln, will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

Section 6. In the event that a portion of the property within Community Facilities District No. 2025-1 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified in the Rate and Method, or in the event of delinquencies in the payment of Special Taxes levied, the City Council shall, on behalf of Community Facilities District No. 2025-1, increase the levy to the extent necessary and permitted by law and these proceedings (including the maximum special tax set forth in the Rate and Method) upon the remaining property within Community Facilities District No. 2025-1 which is not exempt or delinquent in order to yield the required debt service payments on any outstanding bonds of the District, or to prevent the District from defaulting on any of its other obligations or liabilities; provided, however, under no circumstances will the Special Tax levied against any parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel

or parcels within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The amount of the Special Tax will be set in accordance with the Rate and Method. The obligation to pay Special Taxes may be prepaid only as set forth in Section H of the Rate and Method.

Section 7. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all non-exempt real property in the District and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the District ceases.

Section 8. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within Community Facilities District No. 2025-1, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within Community Facilities District No. 2025-1 and will be benefited by the Facilities proposed to be provided within Community Facilities District No. 2025-1.

Section 9. It is hereby further determined that there is no *ad valorem* property tax currently being levied on property within proposed Community Facilities District No. 2025-1 for the exclusive purpose of paying the principal of or interest on bonds or other indebtedness incurred to finance the construction of capital facilities which provide the same services to the territory of Community Facilities District No. 2025-1 as are proposed to be provided by the Facilities to be financed by Community Facilities District No. 2025-1.

Section 10. Written protests against the establishment of the District have not been filed by one-half or more of the registered voters within the boundaries of the District or by the property owners of one-half (1/2) or more of the area of land within the District. The City Council hereby finds that the proposed Special Tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

Section 11. An election is hereby called for Community Facilities District No. 2025-1 on the propositions of levying the Special Tax on the property within Community Facilities District No. 2025-1 and establishing an appropriations limit for the District pursuant to Section 53325.7 of the Act and shall be consolidated with the election on the proposition of incurring bonded indebtedness, pursuant to Sections 53351 and 53353.5 of the Act. The language of the propositions to be placed on the ballot is attached hereto as Exhibit B.

Section 12. The date of the election for Community Facilities District No. 2025-1 on the propositions of incurring the bonded indebtedness, authorizing the levy of the Special Tax and establishing an appropriations limit for the District shall be August 12, 2025, or such later date as is consented to by the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") of the City of Lincoln; provided that, if the election is to take place sooner than 90 days after August 12, 2025, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the close of the public hearing on August 12, 2025. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Lincoln insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of this resolution, and all ballots shall be received by, and the City Clerk shall close the election by, 11:00 p.m. on the election day; provided the election shall be closed

at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-1. The City Clerk has secured a certificate from the Registrar of Voters of the County of Placer certifying that there were no registered voters within the District. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding August 12, 2025, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-1, as provided in Section 53326 of the Act. Each landowner within the District has executed and delivered a waiver of certain election law requirements and consenting to the holding of the election on August 12, 2025, which waiver is on file with the City Clerk.

Section 13. The preparation of the CFD Report is hereby ratified. The CFD Report, as submitted, is hereby approved and was made a part of the record of the public hearing regarding the formation of Community Facilities District No. 2025-1. The CFD Report is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

Section 14. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-1. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 15. The form of the Acquisition Agreement on file with the City Clerk is approved as to form, and each of the Mayor, the City Manager, the Assistant City Manager, or their written designees, are authorized to execute the Acquisition Agreement in substantially the form on file with the City Clerk, together with such changes as are approved by the officer executing the same, with the approval of such changes to be conclusively evidenced by the execution and delivery thereof.

Section 16. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

RECUSED:

_____
Holly Andreatta, Mayor

[Seal]

ATTEST:

_____

Hope Ithurburn, City Clerk

EXHIBIT A

TYPES OF FACILITIES TO BE FINANCED BY

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) sewer, water, storm drain, street and traffic facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"); (ii) capital facilities of the County of Placer which are included in the County's Capital Facility Fee program and are authorized to be financed under the Act (the "County Facilities"); and (iii) capital facilities of the South Placer Regional Transportation Authority which are included in the Authority's fee programs and are authorized to be financed under the Act (the "Transportation Facilities" and, together with the City Facilities and the County Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

EXHIBIT B

BALLOT PROPOSITIONS

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

SPECIAL TAX AND SPECIAL BOND ELECTION

August 12, 2025

PROPOSITION A: Shall City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of $23,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-087 of the City Council of the City of Lincoln?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-087 of the City Council of the City of Lincoln be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-087 including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $10,000,000?

YES_____

NO_____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (JOINER RANCH EAST) DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $23,500,000 WITHIN CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (JOINER RANCH EAST) AND CALLING AN ELECTION THEREIN

WHEREAS, on June 24, 2025, the City Council of the City of Lincoln (the "City Council") adopted Resolution No. 2025-087 stating its intention to form City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) ("Community Facilities District No. 2025-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, on June 24, 2025, the City Council also adopted Resolution No. 2025-088 stating its intention to incur bonded indebtedness in the maximum aggregate principal amount of $23,500,000 within proposed Community Facilities District No. 2025-1 to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities identified in Exhibit B to Resolution No. 2025-087 and (2) the incidental expenses to be incurred in financing such public facilities and services and forming and administering the District, as identified in Exhibit B to Resolution No. 2025-087; and

WHEREAS, notice was published as required by law relative to the intention of the City Council to form proposed Community Facilities District No. 2025-1 and to incur bonded indebtedness in the maximum aggregate principal amount of $23,500,000 within the boundaries of proposed Community Facilities District No. 2025-1; and

WHEREAS, on August 12, 2025, this City Council conducted a noticed public hearing to determine whether it should proceed with the formation of Community Facilities District No. 2025-1, issue bonds to pay for the facilities and incidental expenses described in Resolution No. 2025-087 and authorize the rate and method of apportionment of a special tax to be levied within Community Facilities District No. 2025-1 for the purposes described in Resolution No. 2025-087; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-1, the levy of a special tax and the issuance of bonds to pay for the cost of the proposed facilities and incidental expenses were heard and a full and fair hearing was held; and

WHEREAS, the City Council subsequent to such hearing adopted Resolution No. _____ establishing Community Facilities District No. 2025-1 (the "Resolution of Formation") and authorizing the financing of the public facilities (the "Facilities") and the incidental expenses (the "Incidental Expenses") described in Exhibit A thereto; and

WHEREAS, the City Council desires to make the necessary findings to incur bonded indebtedness within the District, to declare the purpose for said debt, and to authorize the submittal of a proposition to issue bonded indebtedness to the voters of the District, being the landowners within the proposed District, all as authorized and required by law;

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

Section 1. It is necessary to incur bonded indebtedness in one or more series in a maximum aggregate principal amount of $23,500,000 within Community Facilities District No. 2025-1.

Section 2. The indebtedness is to be incurred for the purpose of financing the costs of purchasing, constructing, modifying, expanding, improving, or rehabilitating the Facilities and financing the Incidental Expenses, as described in the Resolution of Formation, and carrying out the powers and purposes of Community Facilities District No. 2025-1, including, but not limited to, financing the costs of selling the bonds, establishing and replenishing bond reserve funds and paying remarketing, credit enhancement and liquidity facility fees and other expenses of the type authorized by Section 53345.3 of the Act.

Section 3. The whole of the property within Community Facilities District No. 2025-1, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to Resolution No. 25-4839 as Exhibit C, shall pay for the bonded indebtedness pursuant to the levy of the special tax authorized by the Resolution of Formation.

Section 4. The maximum term of the bonds to be issued shall in no event exceed 35 years or such longer term as is then permitted by law.

Section 5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

Section 6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or fixed rate shall not exceed the maximum rate permitted by Section 53531 of the Act, or any other applicable provision of law limiting the maximum interest rate on the bonds.

Section 7. Pursuant to Section 53351 of the Act, a special election is hereby called for Community Facilities District No. 2025-1 on the proposition of incurring the bonded indebtedness. The proposition relative to incurring bonded indebtedness in the maximum aggregate principal amount of $23,500,000 shall be in the form of Proposition A set forth in Exhibit A hereto. In accordance with Sections 53351(h) and 53353.5 of the Act, the election shall be consolidated with the special election called on the proposition of levying a special tax within the District as described in the Resolution of Formation, which proposition shall be in the form of Proposition B set forth in Exhibit A, and on the proposition of establishing an appropriations limit for the District, which proposition shall be in the form of Proposition C set forth in Exhibit A.

Section 8. The date of the special election for Community Facilities District No. 2025-1 on the propositions of incurring the bonded indebtedness, authorizing the levy of the special tax and setting an appropriations limit shall be August 12, 2025, or such later date as is consented to by the City Clerk, or a Deputy City Clerk of the City (referred to herein as the "City Clerk"); provided that, if the election is to take place sooner than 90 days after August 12, 2025, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the public hearing on August 12, 2025. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Lincoln insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of the Resolution of Formation, and this resolution and all ballots shall be received by and the City Clerk shall close the election by 11:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-1. The City Clerk has secured a certificate of the Registrar of Voters of the County of Riverside certifying that there were no registered voters within the District. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding August 12, 2025, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-1, as provided in Section 53326 of the Act. Each landowner within the District has executed and delivered a waiver of certain election law requirements and consenting to the holding of the election on August 12, 2025, which waiver is on file with the City Clerk.

Section 9. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

RECUSED:

_____
Holly Andreatta, Mayor

[Seal]

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT A

BALLOT PROPOSITIONS

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

SPECIAL TAX AND SPECIAL BOND ELECTION

August 12, 2025

PROPOSITION A: Shall City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of $23,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-087 of the City Council of the City of Lincoln?	YES_____ NO_____
PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-087 of the City Council of the City of Lincoln be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-087, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?	YES_____ NO_____
PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $10,000,000?	YES_____ NO_____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF LINCOLN, CALIFORNIA, ESTABLISHING CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (JOINER RANCH EAST) CERTIFYING ELECTION RESULTS

WHEREAS, the City Council of the City of Lincoln called and duly held an election on August 12, 2025 within the boundaries of City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) ("Community Facilities District No. 2025-1" or the "District") pursuant to Resolution Nos. _____ and _____ for the purpose of presenting to the qualified electors within the District Propositions A, B and C, attached hereto as Exhibit A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") canvassing the results of the election, a copy of which is attached hereto as Exhibit B;

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

Section 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

Section 2. Propositions A, B and C presented to the qualified electors of the District on August 12, 2025 were approved by more than two-thirds of the votes cast at said election and Propositions A, B and C each has carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in Proposition B for the purposes described therein and to take the necessary steps to levy the special tax authorized by Proposition B and to issue bonds in one or more series in the maximum aggregate principal amount of $23,500,000 specified in Proposition A.

Section 3. The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder's office of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District which Bond Counsel to the District shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

RECUSED:

_____
Holly Andreatta, Mayor

[Seal]

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT A

BALLOT PROPOSITIONS

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

SPECIAL TAX AND SPECIAL BOND ELECTION

August 12, 2025

PROPOSITION A: Shall City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of $23,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-087 of the City Council of the City of Lincoln?	YES_____ NO_____
PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-087 of the City Council of the City of Lincoln be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-087, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?	YES_____ NO_____
PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $10,000,000?	YES_____ NO_____

EXHIBIT B

CERTIFICATE OF CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, Hope Ithurburn, City Clerk of the City of Lincoln, do hereby certify that I have examined the returns of the Special Tax and Bond Election for City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East). The election was held at the City of Lincoln City Hall 3rd Floor Council Chambers, 600 Sixth Street, Lincoln, California, on August 12, 2025. I caused to be delivered ballots to each qualified elector. Three (3) ballots were returned.

I further certify that the results of said election and the number of votes cast for and against Propositions A, B, and C are as follows:

PROPOSITION A	PROPOSITION B	PROPOSITION C
YES:	YES:	YES:
NO:	NO:	NO:
TOTAL:	TOTAL:	TOTAL:

Dated this 12th day of August, 2025.

_____
HOPE ITHURBURN, CITY CLERK

ORDINANCE NO. _____

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. _____ and _____ 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 _____, the issuance of the Bonds as described in Resolution No. _____ 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. _____ 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. _____.

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 _____, 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 _____ day of _____, 2025, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

RECUSED:

_____
Holly Andreatta, Mayor

[Seal]

ATTEST:

_____
Hope Ithurburn, City Clerk

WAIVER OF CERTAIN ELECTION PROCEDURES
WITH RESPECT TO LANDOWNER ELECTION FOR
CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

The undersigned, Steve C. Porath, acting on behalf of Jasper-Lincoln, L.P., a Delaware limited partnership (the "Owner"), hereby certifies to the City of Lincoln (the "City"), with respect to the proposed formation of City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District"), as follows:

1. The undersigned has been duly authorized by the Owner and possesses all authority necessary to execute this Waiver on behalf of the Owner in connection with the election to be called by the City Council of the City with respect to the District. The Owner hereby appoints Steve C. Porath to act as its authorized representative to vote in the election referred to herein and certifies that his true and exact signature is set forth below:

Signature of Steve C. Porath: _____

2. The Owner is the present owner of 5.13 acres of land located within the proposed boundaries of the District. To the actual knowledge of the undersigned, there are no registered voters residing within the territory owned by the Owner and have been none during the 90-day period preceding August 12, 2025.

3. The Owner has received notice of the August 12, 2025 public hearing to be held by the City Council of the City regarding the levy of a special tax in the District and the incurring of bonded indebtedness by the District. The Owner agrees that it received adequate notice of the August 12, 2025 hearing and consents to the holding of the public hearing on August 12, 2025.

4. The Owner has received from the City and the City has made available to the Owner necessary and relevant information regarding the proposed formation of the District and the imposition of the special tax and the issuance of bonded indebtedness, as set forth in Resolution Nos. 2025-087 and 2025-088 adopted by the City Council on June 24, 2025 (together, the "Resolutions") to finance the facilities as set forth in the Resolutions.

5. The undersigned understands that if the District is formed on or after August 12, 2025, an election will be held by the District on the propositions set forth in the sample ballot attached hereto as Exhibit "A" less than 90 days after the close of the August 12, 2025 public hearing as in accordance with Section 53326 of the Government Code, without the preparation of an impartial analysis, arguments or rebuttals concerning the election as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and without preparation of a tax rate statement as provided in Section 9401 of the Elections Code and without further notice of such election as required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the election, in accordance with the authority contained in Government Code Sections 53326 and 53327, the Owner waives compliance with the foregoing provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to the conduct of the election which are not being complied with and consents to having the election on any date on or after the close of the August 12, 2025 public hearing and consents to the closing of the election as soon as all ballots are received by the City Clerk or Deputy City Clerk.

6. The undersigned hereby represents that compliance with the procedural requirements for conducting the election, including the receipt of any ballot arguments and impartial analysis and the time limitations which apply in connection with scheduling, mailing and publishing notices for such an election, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax and the issuance of bonded indebtedness as set forth in the Resolutions to allow it to properly complete the attached ballot. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of the election, the validity of any bonded indebtedness issued by the District as approved at the election, or the validity of the authorization of the special tax to finance facilities for the benefit of the District or to repay bonded indebtedness issued by the District in accordance with the rate and method of apportionment of special taxes provided in Resolution No. 2025-087 of the City Council of the City.

Dated: August __, 2025

JASPER – LINCOLN, L.P., a
Delaware limited partnership

By: NP-HS LOJV GP VII, LLC, a
Delaware limited liability
company
Its: General Partner

By: _____
Steve C. Porath
Authorized Person

EXHIBIT A

SAMPLE

OFFICIAL BALLOT

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

SPECIAL TAX AND SPECIAL BOND ELECTION

August 12, 2025

You are entitled to cast __ votes.

To vote, stamp a cross (+) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

PROPOSITION A: Shall City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of $23,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-087 of the City Council of the City of Lincoln?	YES_____ NO_____
PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-087 of the City Council of the City of Lincoln be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-087, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?	YES_____ NO_____
PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $10,000,000?	YES_____ NO_____

WAIVER OF CERTAIN ELECTION PROCEDURES
WITH RESPECT TO LANDOWNER ELECTION FOR
CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

The undersigned, Katherine Hart Johns, acting on behalf of JEN California 24, LLC, a California limited liability company (the "Owner"), hereby certifies to the City of Lincoln (the "City"), with respect to the proposed formation of City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District"), as follows:

1. The undersigned has been duly authorized by the Owner and possesses all authority necessary to execute this Waiver on behalf of the Owner in connection with the election to be called by the City Council of the City with respect to the District. The Owner hereby appoints Katherine Hart Johns to act as its authorized representative to vote in the election referred to herein and certifies that his true and exact signature is set forth below:

Signature of Katherine Hart Johns: _____

2. The Owner is the present owner of 7.72 acres of land located within the proposed boundaries of the District. To the actual knowledge of the undersigned, there are no registered voters residing within the territory owned by the Owner and have been none during the 90-day period preceding August 12, 2025.

3. The Owner has received notice of the August 12, 2025 public hearing to be held by the City Council of the City regarding the levy of a special tax in the District and the incurring of bonded indebtedness by the District. The Owner agrees that it received adequate notice of the August 12, 2025 hearing and consents to the holding of the public hearing on August 12, 2025.

4. The Owner has received from the City and the City has made available to the Owner necessary and relevant information regarding the proposed formation of the District and the imposition of the special tax and the issuance of bonded indebtedness, as set forth in Resolution Nos. 2025-087 and 2025-088 adopted by the City Council on June 24, 2025 (together, the "Resolutions") to finance the facilities as set forth in the Resolutions.

5. The undersigned understands that if the District is formed on or after August 12, 2025, an election will be held by the District on the propositions set forth in the sample ballot attached hereto as Exhibit "A" less than 90 days after the close of the August 12, 2025 public hearing as in accordance with Section 53326 of the Government Code, without the preparation of an impartial analysis, arguments or rebuttals concerning the election as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and without preparation of a tax rate statement as provided in Section 9401 of the Elections Code and without further notice of such election as required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the election, in accordance with the authority contained in Government Code Sections 53326 and 53327, the Owner waives compliance with the foregoing provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to the conduct of the election which are not being complied with and consents to having the election on any date on or after the close of the August 12, 2025 public hearing and consents to the closing of the election as soon as all ballots are received by the City Clerk or Deputy City Clerk.

6. The undersigned hereby represents that compliance with the procedural requirements for conducting the election, including the receipt of any ballot arguments and impartial analysis and the time limitations which apply in connection with scheduling, mailing and publishing notices for such an election, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax and the issuance of bonded indebtedness as set forth in the Resolutions to allow it to properly complete the attached ballot. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of the election, the validity of any bonded indebtedness issued by the District as approved at the election, or the validity of the authorization of the special tax to finance facilities for the benefit of the District or to repay bonded indebtedness issued by the District in accordance with the rate and method of apportionment of special taxes provided in Resolution No. 2025-087 of the City Council of the City.

Dated: August __, 2025

JEN CALIFORNIA 24 LLC,
a California limited liability company

By: _____
Katherine Hart Johns, Vice President

EXHIBIT A

SAMPLE

OFFICIAL BALLOT

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

SPECIAL TAX AND SPECIAL BOND ELECTION

August 12, 2025

You are entitled to cast __ votes.

To vote, stamp a cross (+) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

PROPOSITION A: Shall City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of $23,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-087 of the City Council of the City of Lincoln?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-087 of the City Council of the City of Lincoln be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-087, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $10,000,000?

YES_____

NO_____

WAIVER OF CERTAIN ELECTION PROCEDURES
WITH RESPECT TO LANDOWNER ELECTION FOR
CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

The undersigned, Bonnie Chiu, acting on behalf of D.R. Horton CA2, Inc., a California corporation (the "Owner"), hereby certifies to the City of Lincoln (the "City"), with respect to the proposed formation of City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District"), as follows:

1. The undersigned has been duly authorized by the Owner and possesses all authority necessary to execute this Waiver on behalf of the Owner in connection with the election to be called by the City Council of the City with respect to the District. The Owner hereby appoints Bonnie Chiu to act as its authorized representative to vote in the election referred to herein and certifies that his true and exact signature is set forth below:

Signature of Bonnie Chiu: _____

2. The Owner is the present owner of 2.93 acres of land located within the proposed boundaries of the District. To the actual knowledge of the undersigned, there are no registered voters residing within the territory owned by the Owner and have been none during the 90-day period preceding August 12, 2025.

3. The Owner has received notice of the August 12, 2025 public hearing to be held by the City Council of the City regarding the levy of a special tax in the District and the incurring of bonded indebtedness by the District. The Owner agrees that it received adequate notice of the August 12, 2025 hearing and consents to the holding of the public hearing on August 12, 2025.

4. The Owner has received from the City and the City has made available to the Owner necessary and relevant information regarding the proposed formation of the District and the imposition of the special tax and the issuance of bonded indebtedness, as set forth in Resolution Nos. 2025-087 and 2025-088 adopted by the City Council on June 24, 2025 (together, the "Resolutions") to finance the facilities as set forth in the Resolutions.

5. The undersigned understands that if the District is formed on or after August 12, 2025, an election will be held by the District on the propositions set forth in the sample ballot attached hereto as Exhibit "A" less than 90 days after the close of the August 12, 2025 public hearing as in accordance with Section 53326 of the Government Code, without the preparation of an impartial analysis, arguments or rebuttals concerning the election as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and without preparation of a tax rate statement as provided in Section 9401 of the Elections Code and without further notice of such election as required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the election, in accordance with the authority contained in Government Code Sections 53326 and 53327, the Owner waives compliance with the foregoing provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to the conduct of the election which are not being complied with and consents to having the election on any date on or after the close of the August 12, 2025 public hearing and consents to the closing of the election as soon as all ballots are received by the City Clerk or Deputy City Clerk.

6. The undersigned hereby represents that compliance with the procedural requirements for conducting the election, including the receipt of any ballot arguments and impartial analysis and the time limitations which apply in connection with scheduling, mailing and publishing notices for such an election, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax and the issuance of bonded indebtedness as set forth in the Resolutions to allow it to properly complete the attached ballot. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of the election, the validity of any bonded indebtedness issued by the District as approved at the election, or the validity of the authorization of the special tax to finance facilities for the benefit of the District or to repay bonded indebtedness issued by the District in accordance with the rate and method of apportionment of special taxes provided in Resolution No. 2025-087 of the City Council of the City.

Dated: August __, 2025

D.R. HORTON CA2, INC., a California corporation

By: _____
Bonnie Chiu
Vice President

EXHIBIT A

SAMPLE

OFFICIAL BALLOT

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

SPECIAL TAX AND SPECIAL BOND ELECTION

August 12, 2025

You are entitled to cast __ votes.

To vote, stamp a cross (+) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

PROPOSITION A: Shall City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of $23,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-087 of the City Council of the City of Lincoln?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-087 of the City Council of the City of Lincoln be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-087, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $10,000,000?

YES_____

NO_____

Nita Wracker

From: Justin Canning <jcanning@placer.ca.gov>
Sent: Thursday, July 24, 2025 10:57 AM
To: Brian Westlake
Subject: RE: Placer County CFD Registered Voter Check

Thanks for that sketch – no voters within that range of potential addresses / no manually precincted voters in the area. As a side note – are you aware that it appears about 16 residential parcels in the 009-410 set were NOT requested/don't have an APN? There still are no voters in those spaces, but just wanted to check that it was intentional to leave those out of the check. Here's another clip of the area in question – all the white is what I'm

referring to (at least in the current internal parcel layer I'm looking at, last updated today):



Justin Canning, REO
Elections Technician - Senior
Clerk – Recorder – Elections
(530) 886-5664
jcanning@placer.ca.gov

From: Brian Westlake <brian@goodwinconsultinggroup.net>
Sent: Thursday, July 24, 2025 10:25 AM

To: Justin Canning <jcanning@placer.ca.gov>
Subject: Re: Placer County CFD Registered Voter Check

Great! Thank you Justin, I think it has to do with a FM that was just recorded so the parcels are at an in between stage. I have colored the area that needs to be checked.

Thank you for jumping on this so quickly.

Brian

From: Justin Canning <jcanning@placer.ca.gov>
Sent: Thursday, July 24, 2025 10:21 AM
To: Brian Westlake <brian@goodwinconsultinggroup.net>
Subject: RE: Placer County CFD Registered Voter Check

Good morning!

I've checked all the 009-410's, those are clear of registered voters, as is 021-310-104, but I'm not seeing an APN 021-310-103. Normally I like the hunt finding what happened to a parcel, but I'm a bit busy today – if you know what parcel(s) that became, let me know and I'll check. If you know the area where the CFD is being formed, you can just show me on the map and I'll check that area – here's an inset of the area in question with the APNs selected:



Justin Canning, REO
Elections Technician - Senior
Clerk – Recorder – Elections
(530) 886-5664

jcanning@placer.ca.gov

From: Brian Westlake <brian@goodwinconsultinggroup.net>
Sent: Thursday, July 24, 2025 8:49 AM
To: Justin Canning <jcanning@placer.ca.gov>
Subject: Placer County CFD Registered Voter Check

Good Morning Justin,

We have a new CFD forming in Placer County that I need to do a registered voter check on. I have listed the parcels below, but if you need the parent parcels please let me know. Please let me know if there is anything that I may be able to provide to assist you with this registered voter check.

009-410-001-000 through 009-410-117-000
021-310-103
021-310-104

Let me know if you have any questions or have any issues.

Thank you,

Brian Westlake

Senior Associate

Goodwin Consulting Group, Inc.

655 University Avenue, Suite 200

Sacramento, CA 95825

Phone: (916) 561-0890

Fax: (916) 561-0891

www.goodwinconsultinggroup.net

This message originated from outside your organization.
This message originated from outside your organization.

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

ACQUISITION, CONSTRUCTION AND FUNDING AGREEMENT

THIS ACQUISITION, CONSTRUCTION AND FUNDING AGREEMENT (the "Agreement") is made and entered into by and between CITY OF LINCOLN (the "City"), acting for and on behalf of itself and CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (JOINER RANCH EAST) (the "Community Facilities District" or "CFD") and JEN CALIFORNIA 24 LLC, a California limited liability company (the "Developer"), each individually a "Party" and collectively the "Parties."

WHEREAS, Developer has requested that the City consider the formation of the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), and undertake proceedings for the authorization of special taxes and issuance of bonded indebtedness for the payment of the construction and/or acquisition of certain improvements to be owned, operated or maintained by the City, the County of Placer (the "County") and the South Placer Regional Transportation Authority (the "SPRTA"), and incidental expenses in accordance with the Act; and

WHEREAS, in order to proceed in a timely way with development of the property within the CFD which is described in the attached **Exhibit "A"** (the "Developer Property"), Developer desires to fund through the Community Facilities District (i) the City's acquisition or construction of certain improvements that are to be owned, operated and maintained by the City or are otherwise required to be constructed by the City ("City Improvements"), as more particularly set forth and described in the Description of Cost Estimates attached hereto as **Exhibit "B,"** (ii) improvements included in the City's fee programs (the "City Fee Facility Improvements"), as more particularly set forth and described in **Exhibit "B,"** (iii) only if a joint community facilities agreement is entered into, the improvements of the County described in **Exhibit "C,"** and (iv) only if a joint community facilities agreement is entered into, the improvements of the SPRTA described in **Exhibit "C"** hereto (the "Miscellaneous Improvements" and together with the City Improvements and the City Fee Facilities Improvements, collectively the "Improvements"); and

WHEREAS, the City is authorized by the Act to form the CFD and to issue bonds secured by Special Taxes (as defined in Section 2.2) of the CFD (the "Bonds") to fund the Improvements; and

WHEREAS, the City Council has adopted the City's policies and procedures concerning the use of special district financing programs to finance the Improvements (the "Policy"); and

WHEREAS, the purpose of this Agreement is to constitute a formal understanding between Developer and the City (pursuant to the requirements of Government Code Section 53313.51 and other provisions of the Act and the Policy) concerning financial and other obligations and responsibilities related to the formation of the Community Facilities District and the Improvements to be financed by the Community Facilities District, when and if formed, to the extent funds are available, and to set forth the conditions upon which (1) the Community Facilities District will reimburse Developer or its designee for the cost of the City Improvements constructed by or on behalf of the Developer and (2) the

Community Facilities District will fund the City Fee Facility Improvements thereby satisfying corresponding City fees; and (3) the Community Facilities District will also fund the Miscellaneous Improvements described in **Exhibit "C."**

NOW, THEREFORE, it is mutually agreed between the respective Parties as follows:

1. Feasibility Study. The City has retained, at the Developer's expense, the necessary consultants to analyze the proposed formation of the CFD to finance the Improvements, including a special tax consultant, bond counsel, and other consultants deemed necessary by the City. The Developer has advanced to the City a sum of money for such costs. From time to time, Developer will make additional advances, within 10 business days following receipt from the City of a request for an additional advance, to cover the costs of the formation proceedings and any change proceedings under the Act requested by the Developer. The City will provide to Developer on request a summary of how the advances have been spent and the unexpended balance remaining. The amounts advanced by the Developer, to the extent determined reasonable and appropriate by the City, expenses incurred by the Developer for legal and other consultant costs in connection with the formation proceedings, any change proceedings and the issuance of Bonds, will be reimbursable to the Developer, without interest, from the proceeds of Bonds. In the event that Bonds are not issued to provide a source of reimbursement to Developer, the City shall not have any liability to Developer to reimburse it for any of the amounts previously advanced by Developer and expended by the City.

Prior to the issuance of the Bonds, the City will request a final advance for any unpaid expenses incurred during preparatory technical, financial and legal work; and following payment of such expenses, the City shall promptly release the balance, if any, of the advance to the Developer. Should the City's expenses exceed the remaining balance, the City will bill the Developer for the difference, which the Developer agrees to pay within 10 days following receipt of such billing, subject to the conditions of paragraph one of this section.

2. Sale of Bonds.

2.1 City Policies. The City Council has adopted the Policy, setting forth the City's policies and procedures concerning the use of special district financing programs to finance the Improvements. Pursuant to the Policy, the total annual amount of the special taxes to be collected with respect to a parcel within the CFD and all other taxes and assessments which will be collected with respect to such parcel must not exceed two percent (2%) of the expected assessed value of such parcel within the Community Facilities District upon the completion of all expected structural improvements to such parcel and the sale of such parcel to the initial homeowner. In the event the sum of the special taxes and assessments exceed 2% of the expected assessed value of a parcel within the Community Facilities District, the City may require that the Developer or its assignees prepay a portion of the special tax obligation of such parcel prior to or in connection with the issuance of Bonds.

The Parties hereby agree that, unless waived by the City, at the time of issuance of the Bonds, the ratio of the value of all parcels of property for which the Bonds are being issued to the amount of outstanding community facilities district or assessment district bonds attributable to such parcels (the "Value-to-Lien Ratio") may not be less than four-to-one (4:1). The fair market value of the property within the Community Facilities District for purposes of determining the foregoing ratio will be determined based on the assessed value of the property or the appraised value of the property based on the appraisal made by an appraiser selected by the City with a valuation date within ninety (90) days of the issuance of the Bonds. Subject to satisfaction of the Policy and the requirements of this

Agreement, the City shall use reasonable efforts to issue and sell the Bonds in one or more series in an amount sufficient to fund the Improvements in accordance with the schedule for development of the Developer Property. The ultimate decision as to issuance and sizing lies in the sole legislative discretion of the City.

2.2 Major Landowner Initial and Continuing Disclosure. An owner of land which is responsible for twenty percent (20%) or more of the Special Tax (as defined in the Rate and Method of Apportionment of Special Tax for the CFD ("Rate and Method") and such Special Tax referred to herein as the "Special Tax" or "Special Taxes")) levy applicable to the land within the CFD which the City has determined, in its sole discretion, to use in the sizing of a series of Bonds (the "Sizing Property") in the fiscal year in which the Bonds are issued or in the fiscal year following the fiscal year in which the Bonds are issued (a "Major Landowner") will be required to provide all information regarding the development of its property, including the financing plan for such development, which is necessary to cause the official statement for such Bonds to comply with the requirements of Rule 15c2-12 and Rule 10b-5 of the Securities and Exchange Commission (the "Rule") and all other applicable federal and state securities laws. Additionally, Developer acknowledges that, if it is a Major Landowner at the time of issuance of the Bonds, it will be necessary that Developer enter into a continuing disclosure agreement to provide such continuing disclosure pertaining to the development of the land owned by Developer to assist in the marketing of the Bonds.

2.3 Bond Issuance Parameters. The terms and conditions upon which each series of the Bonds shall be issued and sold, the method of sale of the Bonds and the pricing of the Bonds shall be determined solely by the City in its legislative discretion in conformance with the Act, the Policy, and this Agreement. Each series of Bonds shall be issued with a term not to exceed 31 years from the date of issuance of the Bonds. The proceeds of the Bonds shall be used in the following priority to (1) fund a reserve fund for the payment of principal and interest with respect to the Bonds in an amount equal to the least of (i) ten percent (10%) of the total bond issue, (ii) maximum annual debt service on Bonds, or (iii) 125% of average annual debt service; (2) fund capitalized interest through the interest payment date on the Bonds for which Special Taxes are not available for payment of debt service on the Bonds or such longer period as requested by the Developer and approved by the City, subject to the Act; (3) reimburse the Developer or its designee pursuant to Section 1 hereof for CFD formation costs advanced by the Developer which have not already been reimbursed to the Developer from collected Special Tax; (4) pay for costs of issuance of the Bonds including, without limitation, underwriter's discount, bond counsel and disclosure counsel fees, appraisal and special tax consultant fees, printing, fiscal agent fees, and reasonable Developer legal and financial consultant costs; (5) pay for the costs of forming the Community Facilities District; and (6) pay for the actual costs of the Improvements. At the request of the Developer, the City, in consultation with the underwriter of the Bonds, may consider providing for surety or bond insurance in lieu of all or a portion of the reserve fund in order to generate additional proceeds to fund Improvements. The Community Facilities District shall maintain records relating to the disbursements of proceeds of the sale of the Bonds. The Indenture or Resolution or Fiscal Agent Agreement (hereinafter "Indenture") for the Bonds shall establish an acquisition and construction fund or improvement fund (herein, the "Improvement Fund") to be held by the fiscal agent ("Fiscal Agent") into which shall be deposited initially the proceeds of the Bonds net of the amount of proceeds required to fund items (1) through (5) in the second preceding sentence. The Indenture shall also establish separate accounts of the Improvement Fund designated the "City Improvements Account," "City Fee Facility Improvements Account," and any Miscellaneous Improvement Account(s) for the Miscellaneous Improvements described in **Exhibit "C,"** into which shall be deposited such portions of the Improvement Fund as

agreed by the Parties and directed by the City in writing at or subsequent to the closing of the sale of the Bonds consistent with the following priorities:

(a) An amount sufficient to fund the reasonable, current estimated cost of the City Fee Facility Improvements anticipated to be funded out of the Bonds being issued shall be deposited in the City Fee Facility Improvements Account;

(b) If applicable, an amount to be agreed upon between Developer and the CFD prior to the issuance of Bonds sufficient to fund the reasonable, current estimated costs of the City Improvements shall be deposited, or later transferred, to the City Improvements Account; and

(c) If applicable, an amount to be agreed upon between Developer and the CFD prior to the issuance of Bonds sufficient to fund the reasonable, current estimated cost of the Miscellaneous Improvements described in **Exhibit "C"** hereto, anticipated to be funded out of the Bonds being issued shall be deposited, or later transferred, to the applicable Miscellaneous Improvement Account(s).

Interest earned on moneys deposited in each of the City Fee Facility Improvements Account, the City Improvements Account the Miscellaneous Improvements Account(s) and the PayGo Account (defined below) shall remain in such accounts until such time as all of the Improvements have been funded. Additionally, the Developer may direct the CFD to transfer excess moneys in any of the City Fee Facility Improvements Account, the City Improvements Account or the Miscellaneous Improvements Account(s) to another Account. The Indenture shall provide that amounts remaining in the Improvement Fund after funding all proposed Improvements (such completion of funding to be agreed by the City and the Developer) shall be deposited in the special tax fund or bond service fund and be applied to pay debt service on the Bonds and/or to call Bonds in advance of maturity.

3. Levy of Special Taxes. The City agrees that the District shall levy the Special Taxes on Developed Property (as defined in the Rate and Method) at the maximum rates permitted in the Rate and Method from Fiscal Years 2026-27 through and including 2035-36. Levying Special Taxes on Developed Property at the maximum special tax rates as described above may produce Special Taxes not needed for debt service on Bonds (if any), for administrative expenses, or for replenishment of the reserve fund (if any) for such Bonds. These Special Taxes shall be referred to herein as "**PayGo Special Taxes**" and such PayGo Special Taxes shall be used to finance Improvements or reimburse Developer for approved costs and expenses in accordance with this Agreement . Prior to the issuance of Bonds, the PayGo Special Taxes shall be held in an account maintained by the City, and such amounts may be used to finance Improvements or reimburse Developer for approved costs and expenses in accordance with this Agreement. After the issuance of Bonds, and upon release of such funds from the Special Tax Fund established under any Bond Indenture (as defined herein) for the Bonds, such PayGo Special Taxes shall be deposited into a separate account of the Improvement Fund or such other fund or account as may be designated in such Bond Indenture. The accounts which hold the PayGo Special Taxes, whether held by the City or the Trustee, shall be referred to herein collectively as the "**PayGo Account**."

All PayGo Special Taxes on deposit in the PayGo Account shall be a source for the payment of the Acquisition Price of any Improvements and shall be applied in the same manner as the proceeds of Bonds.

4. Notice of Special Tax. Developer agrees to comply with the requirements of Section 53341.5 of the Government Code, to the extent applicable to the sale of all or any portion of the Developer Property by Developer.

5. Design Plans and Specifications. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements for which the Acquisition Price is paid. All plans, specifications and bid documents for the City Improvements ("Plans") constructed or to be constructed by the Developer shall be prepared by the Developer at the Developer's initial expense, subject to approval by the applicable public agency. Costs for preparation of the Plans will be eligible for reimbursement, conditioned upon the final approval of the applicable public agency and the availability of funds. Reimbursement of costs for plan revisions will be considered on a case by case basis. All facilities which were not complete prior to the formation of the District, as determined by the City and identified in Exhibit B, shall be bid in accordance with "public works" requirements of Section 7 to be eligible for reimbursement.

6. Construction of Improvements. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements for which the Acquisition Price is paid.

6.1 Acquisition of City Improvements. Upon the approval of Plans for a City Improvement, the Developer will provide for construction of such City Improvement in accordance with Sections 6.2 and 7 of this Agreement. Sections 6.2 and 7 specify the requirements for construction of the City Improvements that the City believes are necessary to ensure that such City Improvements are constructed as if they had been constructed under the direction and supervision, or under the authority of the City.

6.2 Acquisition. With respect to City Improvements, a qualified engineering firm (the "Field Engineer") shall be employed by the Developer to provide all field engineering surveys determined to be necessary by the City's inspection personnel. Field Engineer shall promptly furnish to City a complete set of grade sheets listing all locations, offsets, etc., in accordance with good engineering practices, and attendant data and reports resulting from Field Engineer's engineering surveys and/or proposed facility design changes. City shall have the right, but not the obligation, to review, evaluate and analyze whether such results comply with applicable specifications.

As necessary as determined by City, a full-time soil-testing firm, approved by City, shall be employed by the Developer to conduct soil compaction testing and certification. The Developer shall promptly furnish results of all such compaction testing to the City for its review, evaluation and decision as to compliance with applicable specifications. In the event the compaction is not in compliance with applicable specifications, the Developer shall be fully liable and responsible for the costs of achieving compliance. A final report certifying all required compaction in accordance with the specifications shall be a condition of final approval of facilities.

The costs of all surveying, testing and reports associated with the City Improvements furnished and constructed by the Developer's contractor(s) shall be eligible to be paid from funds in the City Improvements Account and/or PayGo Account.

The City shall not be responsible for conducting any environmental, archaeological, biological, or cultural studies or any mitigation requirements that may be requested by appropriate Federal, State, and/or local agencies with respect to the construction of the Improvements. Any such work shall be paid for and conducted by the Developer and reimbursed out of the City Improvements Account and/or PayGo Account.

Should the Developer notify the City that the Developer is unable to complete such City Improvement, and to the extent the Developer has not previously made all required irrevocable offers of dedication, the City shall have the right but not the obligation to require the Developer to make an irrevocable offer of dedication to the City of the land owned by the Developer for the City Improvement identified in the notice and to assume responsibility for the work to be performed thereunder. In the event the City elects to assume the responsibility for any work on a previously awarded contract as described in the preceding sentence, the following will occur: (i) the Developer will make an irrevocable offer of dedication to the City of the land owned by the Developer for such City Improvement identified in the notice; (ii) to the extent permitted by law and the applicable contract, the Developer will assign all of the contracts for the work performed to date on the City Improvement identified in the notice to the City, if requested to do so by the City Manager; the City will use its best efforts to complete the City Improvement within a reasonable time frame; and upon completion of the City Improvement, to the extent there are Special Taxes or proceeds of the Bonds available following payment to the City for the costs of completing such City Improvement, the Developer will be reimbursed for the lesser of the cost or value of the previously unreimbursed satisfactory work performed or paid for by the Developer. The cost of such work will be determined by taking the unreimbursed amounts expended by the Developer under the contract(s) taken over by the City and deducting any incremental cost incurred by the City to complete the work under the contracts in question. Incremental cost shall be costs in excess of the sum of the original contract cost plus change orders approved by the City.

7. Public Works Requirements.

7.1 City Requirements. In order that the City Improvements for which the Acquisition Price is paid may be properly and readily acquired by the City, the Developer shall comply with all of the requirements in this Section 7.1 with respect to any such City Improvements to be acquired with funds in the City Improvements Account and/or PayGo Account and the Developer shall provide such proof to the City as the City may reasonably require and at such intervals and in such form as the City may reasonably require, that the requirements under this Section 7.1 have been satisfied as to all such City Improvements. Notwithstanding the foregoing, City Improvements shall only be eligible for financing by the CFD if the City determines that the conditions under Section 53313.5 have been satisfied with respect to such City Improvements.

(a) The Developer shall prepare a bid package for review, comment and approval by the City Manager or his or her designee (the "City Representative") for any City Improvements bid after the effective date of this Agreement.

(b) For any City Improvements bid after the effective date of this Agreement, the Developer shall, after obtaining sealed bids for the construction of the City Improvements in conformance with the procedures and requirements of the City, submit to the City written evidence of such competitive bidding procedure, including evidence of the means by which bids were solicited, a listing of all responsive bids and their amounts, and the name or names of the

contractor or contractors to whom the Developer proposes to award the contracts for such construction, which shall be the lowest responsible bidder.

(c) For any City Improvements bid after the effective date of this Agreement, the following provisions apply: the City Representative shall attend the bid opening for such City Improvements. If unable to attend the bid opening, the City Representative shall approve or disapprove of a contractor or contractors, in writing, within five (5) business days after receipt from the Developer of the name or names of such contractor or contractors recommended by the Developer. If the City Representative disapproves of any such contractor, the Developer shall select the next lowest responsible bidder from the competitive bids received who is acceptable to the City Representative.

(d) The specifications and bid and contract documents shall require all such contractors to pay prevailing wages and to otherwise comply with applicable provisions of the Labor Code and the Government Code relating to public works projects and as required by the procedures and standards of the City with respect to the construction of its public works projects.

(e) The Developer shall submit faithful performance and payment bonds in form and substance reasonably acceptable to the City with respect to the City Improvements in accordance with the requirements of the applicable subdivision improvement agreement.

(f) The Developer and its contractor and subcontractors shall be required to provide proof of insurance coverage throughout the term of the construction of the City Improvements. The City's insurance requirements are set out in Section 21 herein.

(g) The Developer and all such contractors shall comply with such other requirements relating to the construction of the City Improvements which the City may impose by written notification delivered to the Developer and each such contractor at the time either prior to the receipt of bids by the Developer for the construction of such City Improvements or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof; provided that any such other requirements shall only be imposed to the extent the City reasonably determines they are required in order to comply with applicable law. In accordance with Section 7, the Developer shall be deemed the awarding body for all contracts let by Developer for the construction of City Improvements and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code with respect thereto.

(h) A "Change Order" is an order from the Developer to a contractor authorizing a change in the work to be performed and a "Significant Change Order" is an order from the Developer to a contractor authorizing a change in the work to be performed where such Change Order is larger than 10% of the contract amount for such City Improvement. After the effective date of this Agreement, the Developer shall receive comments from the City Representative prior to the Developer's approval of any Significant Change Order. The City Representative shall comment on or deny the Significant Change Order request within ten (10) calendar days of receipt of all necessary information. The City's comments to a Significant Change Order shall not be unreasonably delayed, conditioned or withheld. After the effective date of this Agreement, field verification that the work was performed in accordance with a Change Order or a Significant Change Order shall be required, which verification shall be demonstrated by the signature of a City Representative on the Change Order or Significant Change Order. The Developer shall not be entitled to be compensated for costs associated with a Change Order or a Significant Change Order that has not been approved or if the work has not been verified, as applicable, by the City Representative in accordance with this Section 7(h).

Developer shall provide proof to the City, at such intervals and in such form as the City may reasonably require, that the foregoing requirements have been satisfied as to all of the City Improvements which are funded through Bond proceeds.

8. Inspection; Completion of Construction. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements for which the Acquisition Price is paid.

The City shall have primary responsibility for inspecting the City Improvements to assure that the work is being accomplished in accordance with the Plans. Such inspection does not include inspection for compliance with safety requirements by the Developer's contractor(s). The City's personnel shall be granted access to each construction site at all reasonable times for the purpose of accomplishing such inspection. Upon satisfaction of the City's inspectors, the Developer shall notify the City in writing that a City Improvement has been completed in accordance with the Plans. Any actual costs reasonably incurred by the City for inspection not previously paid by the Developer shall be reimbursed from funds in the City Improvements Account and/or PayGo Account.

Within three (3) business days of receipt of written notification from City inspectors that a City Improvement has been completed in accordance with the Plans, the City Representative shall notify the Developer in writing that such City Improvement has been satisfactorily completed. If required pursuant to the applicable subdivision agreement, upon receiving such notification, the Developer shall file a Notice of Completion with the County of Placer Recorders Office, pursuant to the provisions of Sections 8182-8184 of the Civil Code. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County of Placer (the "County").

9. Liens. With respect to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, prior to any payment by the CFD to the Developer for such City Improvement, the Developer shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the City Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. With respect to all other City Improvements, upon the earlier of (i) receipt of all applicable lien releases, or (ii) expiration of the time for the recording of claim of liens as prescribed by Sections 8412-8414 of the Civil Code the Developer shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the City Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

10. Acquisition; Acquisition Price; Source of Funds. The acquisition price of a City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD shall be its Actual Cost (as defined below), as determined by the City Manager or his or her designee, as of the date of acquisition.

The costs eligible to be included in the acquisition price of a City Improvement (the "Actual Costs") shall include:

(i) The actual hard costs for the construction of such City Improvement as established by the City-approved construction contracts, Change Orders, and approved Significant Change Orders, including costs of payment, performance and maintenance bonds and insurance costs, pursuant to this Agreement;

(ii) The design and engineering costs of such City Improvement including, without limitation, the costs incurred in preparing the Plans;

(iii) The costs of environmental evaluations and public agency permits and approvals attributable to the City Improvement;

(iv) Costs incurred by the Developer for construction management and supervision of such City Improvement, not to exceed five percent (5%) of the actual construction cost;

(v) Professional costs associated with the City Improvement such as engineering, inspection, construction staking, materials, testing and similar professional services; and

(vi) Costs approved by the City in accordance with the Act of acquiring any real property or interests therein required for the City Improvement including, without limitation, temporary construction easements, temporary by-pass road and maintenance easements.

Provided the Developer has complied with the requirements of this Agreement, the City agrees to pay the acquisition price of a completed City Improvement to the Developer or its designee within thirty (30) days after the Developer's satisfaction of the conditions to such payment stated herein, but only to the extent there are sufficient funds available in the City Improvements Account and/or PayGo Account. The acquisition price to be paid from Bond proceeds for the acquisition of a City Improvement by the City shall be the total of the Actual Costs of the City Improvement ("Acquisition Price"). The Actual Cost of the City Improvement shall be presumed to be its Acquisition Price.

If the applicable City Improvement is not otherwise subject to an outstanding offer of dedication and the acceptance procedure set forth in a subdivision improvement agreement, as a condition to the payment of the Acquisition Price therefor, the ownership of the completed City Improvement shall be transferred to the City by grant deed, bill of sale or such other documentation as such public agency may require free and clear of all taxes, liens, encumbrances, and assessments, but subject to any exceptions determined by the City to not interfere with the actual or intended use of the land or interest therein (including the lien of a community facilities district so long as the subject property is exempt from taxation or is otherwise not taxable by such community facilities district). Upon the transfer of ownership of City Improvements or any portion thereof to the City, the City shall be responsible for the maintenance of such City Improvements or the portion transferred. Notwithstanding the foregoing, the Acquisition Price of a City Improvement may be paid prior to transfer of ownership and acceptance of the City Improvement if it is substantially completed at the time of payment. The City Improvement shall be considered "substantially complete" when it has been reasonably determined by the City to be usable, subject to final completion of such items as the final lift or any other items not essential to the primary use or operation of the City Improvement.

For purposes of determining the Acquisition Price to be paid by the Community Facilities District for the acquisition of the City Improvements by the City (other than City Improvements described in the first paragraph of this Section), the value of such City Improvements shall include the construction costs specified in the City-approved contracts (subject to the next sentence), Change Orders, and City-approved Significant Change Orders conforming to Section 6, as hereinbefore specified. City approval is a condition prior to initiation of contract work for City Improvements bid after the effective date of this Agreement.

Upon completion of the construction of a City Improvement, the Developer shall deliver or cause to be delivered to the City a Disbursement Request Form in substantially the form of **Exhibit "D,"** attached hereto, copies of the contract(s) with the contractor(s) who have constructed the City Improvement and other relevant documentation with regard to the payments made to such contractor(s) and each of them for the construction of the City Improvement, if certified payroll records are not required to be submitted electronically to the Department of Industrial Relations through its payroll portal, documentation evidencing payment of prevailing wages, and shall also provide to the City invoices and purchase orders with respect to all equipment, materials and labor purchased for the construction of the City Improvements. The City shall require the Engineer to complete its determination of the Acquisition Price of the City Improvements as promptly as is reasonably possible.

The payment of the Acquisition Price of any City Improvement that is included in the City's fee program shall not preclude the grant of City fee credits to the Developer for such City Improvements.

Notwithstanding the preceding provisions of this Section, the source of funds for the acquisition of the City Improvements or any portion thereof shall be funds in the City Improvements Account and/or PayGo Account. If for any reason beyond the City's control the Bonds are not sold, the City shall not be required to pay the Acquisition Price for the City Improvements, except to the extent of funds from the collection of Special Taxes held in the PayGo Account. In such event, the Developer shall complete the design and construction and offer to the City ownership of such portions of the City Improvements as are required to be constructed by the Developer as a condition to recordation of subdivision maps for the Developer Property (but only at such times as required by such condition), but need not construct any portion of the City Improvements which it is not so required to construct. Reimbursement for these facilities would be made from the collection of Special Taxes over time.

In addition to the foregoing, the City shall have the right to withhold payment for acquisition of a City Improvement, if:

(a) the Developer or any of its affiliates is delinquent in the payment of any Special Taxes levied by the Community Facilities District on properties then owned by the Developer or any of its affiliates within the CFD, or

(b) the Developer is not then in substantial compliance with a condition or obligation imposed upon the Developer Property by the City, including but not limited to, payment of all applicable fees, dedication of all applicable rights-of-way or other property and construction requirements.

The City shall immediately provide written notice to the Developer of the decision to withhold any such payment and shall specify the reason for such decision. If the payment is withheld as a result

of the delinquency in the payment of Special Taxes, the notice shall identify the delinquent parcels and the amount of such delinquency. If the payment is withheld as a result of substantial non-compliance with a condition or obligation, the notice shall specify such condition or obligation and what action will be necessary by the Developer to substantially comply with such condition or obligation. Upon receipt of evidence reasonably satisfactory to the City that the Developer has paid the delinquent Special Taxes or complied with the subject condition or obligation, the City shall forthwith make all payments which have been withheld pursuant to the provisions of this Section.

11. Easements and/or Fee Title Ownership Deeds. Without limiting the Developer's rights to reimbursement for such grants pursuant to Section 10 above, the Developer shall, at the time the City acquires the City Improvements as provided in Section 10 hereof, grant or cause to be granted to the City, by appropriate instruments prescribed by the City, all easements across private property and/or fee title ownership deeds which may be reasonably necessary for the proper operation and maintenance of such City Improvements, or any part thereof, but only to the extent located within the Developer Property.

12. Permits. The Developer shall be responsible for obtaining all necessary construction permits from the City and/or the County (as appropriate) covering construction and installation of the City Improvement.

13. Maintenance. Prior to the transfer of ownership of a City Improvement by the Developer to the City, as provided in Section 10 hereof, the Developer shall be responsible for the maintenance thereof and shall require its contractor(s) to repair all facilities damaged by any party other than the City, prior to acceptance by the City and/or make corrections determined to be necessary by the City's inspection personnel. The City shall not be permitted to place any City Improvement in service prior to acceptance of the same, unless the Developer otherwise consents in writing.

14. Inspection of Records. The City shall have the right to review all books and records of the Developer pertaining to the costs and expenses incurred by the Developer for the design and construction of the City Improvements during normal business hours by making arrangements with the Developer. The Developer shall have the right to review all books and records of the City pertaining to costs and expenses incurred by the City for services of the Engineer by making arrangements with the City.

15. Ownership of Improvements. Notwithstanding the fact that some or all of the City Improvements may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated to the City, each City Improvement shall be and remain the property of the Developer until acquired by the City as provided in this Agreement.

16. Materials and Workmanship Warranty. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements.

Except as otherwise provided in any applicable subdivision improvement agreement, upon the completion of the acquisition of a City Improvement by the City, the performance bond related to such individual City Improvement provided by the Developer pursuant to Section 7.1(e) hereof, shall be reduced by 90%, and the remaining 10% shall serve as a maintenance bond to guarantee that such City Improvement will be free from defects due to faulty workmanship or materials for a period of one year.

17. City Fee Facility Improvements. The Developer may be required pursuant to the conditions of development or the fee ordinance to pay certain City fees (the "City Fees") relating to the City Fee Facility Improvements prior to the availability of proceeds of the Bonds to pay for such City Fee Facility Improvements. In the event such City Fees are paid prior to the availability of Bond proceeds, the amounts paid to the City shall be deemed to be deposits (each a "Deposit") that are subject to refund by the City to the Developer in accordance with this Agreement. The City shall place each Deposit in a capital facilities account(s). If the Developer has made any Deposits to the City, then following deposit of Bond proceeds in the City Fee Facility Improvements Account or PayGo Special Taxes in the PayGo Account, the City shall return to the Developer, from the capital facilities account in which the Deposits were deposited the Deposits not previously returned, without interest or other earnings thereon. The City shall be so obligated to return such Deposits only to the extent that an equivalent amount of the Deposits to be returned is deposited in the City Fee Facility Improvements Account from Bond proceeds or Special Tax collections prior to the issuance of Bonds.

Bond proceeds used to finance City Fee Facility Improvements which relate to the City Fees shall be allocated first for return of all Deposits prior to being allocated to the payment of City Fees not previously deposited by the Developer. Any Deposits that have not been returned to the Developer at the time it is determined that there will be no further Bond proceeds available (i.e. the final series of Bonds to finance the Improvements have been issued) or PayGo Special Taxes shall be retained by the City and may be used for the purposes for which the City Fee was required, and the unrefunded Deposits shall constitute full and final payment for such City Fees, without any increase of any kind.

18. Miscellaneous Improvements. Improvements unrelated to the City Improvements and the City Fee Facility Improvements are described in **Exhibit "C"** attached hereto. The amounts deposited in the applicable Miscellaneous Improvements Account(s), if any, will be disbursed for the acquisition or construction of Miscellaneous Improvements in accordance with the provisions in the applicable joint community facilities agreement. Any amounts in the applicable Miscellaneous Improvements Account(s) shall be disbursed at the written direction of the City upon Developer's submittal of a payment request which will be based upon applicable entity's payment request form as provided for in the applicable joint community facilities agreement. Upon receipt of such payment request, the City shall submit a written requisition for payment of the requested amount to the Fiscal Agent for the Bonds, who shall directly pay the amount requested to the applicable entity.

19. Independent Contractor. In performing this Agreement, Developer is an independent contractor and not the agent of the City. The City shall not have any responsibility for payment to any contractor or supplier of Developer. It is not intended by the Parties that this Agreement create a partnership or joint venture among them and this Agreement shall not otherwise be construed.

20. Indemnification. Developer shall assume the defense of, indemnify and save harmless, the City, its officers, employees and agents, and the Community Facilities District, its officers, employees and agents, from and against all third-party actions, damages, claims, losses or expenses of every type and description to which they may be subject or put, by reason of, or resulting from such person's or entity's performance of its obligations under this Agreement and the construction of the City Improvements, the failure of the Developer to provide notice of the Special Tax to be levied by the Community Facilities District pursuant to Section 53341.5 of the Act (but only if the Developer is required by law to provide such notice), or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the City, the Community Facilities District, the underwriter of the Bonds and its counsel, the appraiser, the special tax consultant, the market absorption consultant or bond counsel regarding the Developer, its

proposed developments, its property ownership, and any contractual arrangement it may enter into in a disclosure document describing the Community Facilities District and the risks relating to the Bonds. No provision of this Agreement shall in any way limit the extent of Developer's responsibility for payment of damages resulting from the operations of Developer and its contractors; provided, however that Developer shall not be required to assume the defense or indemnify and save harmless any person or entity as to actions, damages, claims, losses or expenses resulting from the breach of this Agreement, the willful misconduct of such person or entity or their officers, agents, consultants or employees or if otherwise prohibited by applicable law.

21. Insurance Requirements. For City Improvements bid after the effective date of this Agreement, neither the Developer nor its contractor shall commence work on such City Improvement under this Agreement prior to obtaining insurance in accordance with the requirements of the applicable subdivision improvements agreement with a company or companies acceptable to the City, nor shall the Developer's contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.

The Developer shall during the life of this Agreement, notify the City in writing of any incident giving rise to any potential bodily injury or property damage claim and any resultant settlements, whether in conjunction with this or any other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

22. Conflict With Other Agreements. Except as specifically provided herein, nothing contained herein shall be construed as releasing Developer from any condition of development or requirement imposed by any other agreement with City. In the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision solely benefits the City and is specifically waived or modified in writing by City.

23. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either Party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid. Any notice to the Community Facilities District or the City shall be addressed to City of Lincoln, 600 6th Street, Lincoln, CA 95648, Attention: Assistant City Manager. Any notice to Developer shall be addressed to JEN California 24 LLC, 1478 Stone Point Drive, Suite 100, Roseville, CA 95661, Attention: Clifton Taylor.

Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Party hereto.

24. No Gift or Waiver.

24.1 No Gift or Waiver for City Improvements. The Developer and the City acknowledge that:

(a) The Developer or its predecessor may have constructed or may be constructing City Improvements before funds that will be used to acquire them are available with the expectation that the Developer will be reimbursed for such City Improvements to the extent and in the manner set forth in this Agreement.

The City may inspect City Improvements and process Disbursement Request Forms even if funds from the proceeds of Bonds available at the time of such inspection and processing do not exist or are not then sufficient to satisfy the Disbursement Request in full.

(b) The Developer may convey City Improvements to the City and the City may accept such City Improvements even if funds from the proceeds of Bonds available at the time of such conveyance and acceptance do not exist or are not then sufficient to satisfy the Disbursement Request in full.

If the City accepts City Improvements before a Disbursement Request is paid in full, the unpaid balance of the Disbursement Request will be paid from time to time, in any number of installments and irrespective of the length of time payment is deferred, as funds from the proceeds of Bonds or PayGo Special Taxes become available.

(c) The Developer's conveyance or dedication of City Improvements to the City before the availability of funds from the proceeds of Bonds PayGo Special Taxes to acquire the City Improvements is not and shall not be deemed, a gift or a waiver of the Developer's right to payment of the purchase price of such City Improvements pursuant to this Agreement.

24.2 No Gift or Waiver for City Fees. The Developer and the City acknowledge that:

(a) Prior to the availability of funds from the proceeds of Bonds or PayGo Special Taxes, the Developer or its predecessor may have been or may be required to deposit funds to assure payment of applicable City Fees of the City.

The Developer or its predecessor has deposited or will be depositing such funds with the expectation that the Developer will be reimbursed for these Deposits to the extent and in the manner set forth in this Agreement.

(b) The reimbursement of such Deposits pursuant to Section 17 of this Agreement may occur from time to time, in any number of installments and irrespective of the length of time payment is deferred, as funds become available.

The Developer's deposit of such funds to the City before the availability of funds to reimburse the Developer is not, and shall not be deemed, a gift or a waiver of the Developer's right to reimbursement of such Deposits pursuant to this Agreement.

25. General Provisions.

25.1 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the City and the Developer and their respective heirs, executors, legal representatives, successors, and authorized assigns.

25.2 Amendment. This Agreement may be amended at any time but only in writing signed by each Party hereto.

25.3 Entire Agreement. This Agreement, and the agreements referenced herein, contains the entire understanding and agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with

respect to the subject matter of this Agreement. There are no oral or written representations, understanding, undertakings or agreements which are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Parties hereto, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Parties with the terms of this Agreement thereafter. This Agreement shall be binding upon, and enforceable by and against the Community Facilities District upon the establishment of the Community Facilities District.

25.4 Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

25.5 Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

25.6 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Parties hereto, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Parties with the terms of this Agreement thereafter.

25.7 No Third Party Beneficiaries. Except as provided explicitly in this Agreement, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, the Community Facilities District, the Developer(and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

25.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

25.9 Assignment. Developer may assign all or any of its rights pursuant to this Agreement to a purchaser of all or any portion of the Developer Property. Such a purchaser and assignee shall, as a condition to taking an assignment of such rights, enter into an assignment and assumption agreement with the City and Developer, in a form reasonably acceptable to Developer and the City, whereby such rights assigned are specified and such purchaser agrees, except as may be otherwise specifically provided therein, to assume the obligations of Developer pursuant to this Agreement and to be bound thereby. A company that acquires all of the assets of the Developer, including ownership of the Developer itself, shall be deemed a successor and shall not require an assignment or assumption agreement to be bound by, and enjoy the benefits of, this Agreement.

25.10 Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

25.11 Construction of Agreement. This Agreement has been reviewed by legal counsel for both the City and Developer and shall be deemed for all purposes to have been jointly drafted by the City and Developer. No presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

25.12 Termination. The provisions of this Agreement related to the acquisition and financing of the Improvements shall terminate and be of no further force or effect if after diligent, commercially reasonable efforts by the City to do so, the first series of Bonds for the CFD are not sold within ten years from the date of this Agreement unless extended by agreement of all the Parties. In such event, any collected PayGo Special Taxes remaining after the reimbursement to the Developer of CFD formation costs shall be used to pay for Improvements in accordance with this Agreement and Developer shall receive a credit against City Fees otherwise payable to City in the amount so used to pay for City Fee Facility Improvements.

25.13 Attorneys' Fees. In the event of any action or proceeding, including an arbitration or a reference pursuant to Section 638 et seq., of the Code of Civil Procedure brought by any Party against any other under this Agreement, the prevailing Party shall be entitled to recover its actual attorneys' fees and all fees, costs and expenses incurred for prosecution, defense, consultation, or advice in such action or proceeding. In addition to the foregoing, the prevailing Party shall be entitled to its actual attorneys' fees and all fees, costs and expenses incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

25.14 Venue and Forum. Any action at law or in equity arising under this Agreement brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Placer, State of California, and the Parties waive all provisions of law providing for the filing removal or change of venue to any other Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

DATED: _____, 2025

CITY OF LINCOLN, a political subdivision of the State of California

By:_____
City Manager

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY FOR THE CITY OF LINCOLN

By:_____
City Attorney

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

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

EXHIBIT A - DESCRIPTION OF DEVELOPER PROPERTY

EXHIBIT B - DESCRIPTION OF COST ESTIMATES

EXHIBIT C - MISCELLANEOUS IMPROVEMENTS

EXHIBIT D - DISBURSEMENT REQUEST FORM

EXHIBIT A

DESCRIPTION OF DEVELOPER PROPERTY

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

EXHIBIT B

DESCRIPTION OF COST ESTIMATES OF THE IMPROVEMENTS [(1)]

I. CITY FEE FACILITY IMPROVEMENTS.

Estimated Cost of the City Fee Facility Improvements

Description	***Estimated Cost***
Traffic Fee	$ 925,747
Total City Fees Facility Improvements	**$ 925,747**

II. CITY IMPROVEMENTS.

Estimated Cost of the City Improvements

Description	***Estimated Cost***
Sewer (pipes, manholes & valves)	$ 1,946,038
Water (pipes, valves, hydrants & connections)	2,499,935
Storm Drain (pipes, manholes & basin)	1,165,350
Street (grading, curb/gutter, sidewalk, lighting, paving, signs & monuments	7,759,500
Total City Improvements	**$13,370,823**

(1) *Amounts are estimates and subject to change. The Acquisition Price will be funded with Bond proceeds.*

(2) *Indicates Improvements completed prior to the formation of the District.*

EXHIBIT C

DESCRIPTION OF THE MISCELLANEOUS IMPROVEMENTS

County facilities included in the County's Capital Facility Fee program, including but not limited to the following:

Description	Estimated Cost
Capital Facility Fee	$ 458,489

Capital facilities of the South Placer Regional Transportation Authority which are included in the Authority's fee programs, including but not limited to the following:

Description	Estimated Cost
South placer Regional Transportation Authority Fees	$ 318,186

EXHIBIT D

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

DISBURSEMENT REQUEST FORM

1. City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) (the "CFD") is hereby requested to pay from the _____ Account, or any applicable account or sub-account thereof, established by the CFD in connection with its 20__ Special Tax Bonds (the "Bonds") to City of Lincoln (the "City") as payee, the sum set forth below:

$_____ (the Requested Amount")

2. The Requested Amount represents the payment of City Fees for ___ lot(s) within the boundaries of the CFD (the "Property").

(Tract No. _____, Lot Nos. _____).

Or, City Improvements as supported by attached documentation.

3. The Requested Amount is due and payable, and has not formed the basis of any prior request or disbursement.

4. The City, as payee, is hereby directing payment of the Requested Amount be payable to _____ (the "Developer"), pursuant to the wiring instructions attached hereto.

5. The Requested Amount is authorized and payable pursuant to the terms of the certain Acquisition, Construction and Funding Agreement (the "Agreement") between the City of Lincoln, acting for and on behalf of itself and the CFD and Developer.

6. Capitalized undefined terms used herein shall have the meaning ascribed to them in the Agreement.

Dated:

DEVELOPER:

_____

By:_____
Name:_____
Title:_____

Dated:

CITY OF LINCOLN

By:_____
Its:_____

[ATTACH WIRING INSTRUCTIONS]

EXHIBIT A

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
JOINER RANCH EAST

COMMUNITY FACILITIES DISTRICT HEARING REPORT

CONTENTS

Introduction

A. Description of Facilities

B. Cost Estimates

C. Proposed Boundaries of the Community Facilities District

D. Rate and Method of Apportionment of Special Tax

* * * * * * * * * * * *

Exhibit A – List of Authorized Facilities

Exhibit B – Cost Estimates

Exhibit C – Rate and Method of Apportionment of Special Tax

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

INTRODUCTION

The City Council (the "City Council") of the City of Lincoln (the "City") did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), on June 24, 2025, adopt a resolution entitled, "RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN TO ESTABLISH CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (JOINER RANCH EAST), (the "CFD") TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS" (the "Resolution of Intention"). In the Resolution of Intention, the City Council expressly ordered the preparation of a written Community Facilities District Report (the "Report") for the proposed CFD.

The Resolution of Intention ordering the Report directed that the Report generally contain the following:

(a) A description of the facilities (the "Facilities") by type which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Facilities including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, including the costs of the proposed bond financing and other debt and all other related costs as provided in Section 53345.3 of the Act.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the City Council.

NOW, THEREFORE, the following data is submitted pursuant to the direction of the City Council:

A. DESCRIPTION OF FACILITIES. A general description of the proposed Facilities is provided in Exhibit "A" attached hereto and hereby made a part hereof.

B. COST ESTIMATES. Cost estimates for the proposed Facilities are set forth in Exhibit "B" attached hereto and hereby made a part hereof.

C. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the CFD are those properties and parcels on which special taxes may be levied to pay for the Facilities. The proposed boundaries of the CFD are identified in the map entitled "Proposed Boundaries of City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East), County of Placer, State of California" which has been recorded in the office of the Placer County Recorder.

D. RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX. All of the property located within the CFD boundaries, unless exempted by law or by the Rate and Method of Apportionment of Special Tax (the "**RMA**"), shall be taxed for the purpose of financing the Facilities. The City Council will annually determine the actual amount of the special tax levy based on the method and subject to the Maximum Special Tax rates contained in the RMA. The RMA is provided in Exhibit "C", attached hereto and hereby made a part hereof.

EXHIBIT A

City of Lincoln
Community Facilities District No. 2025-1
(Joiner Ranch East)

LIST OF AUTHORIZED FACILITIES

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) sewer, water, storm drain, street and traffic facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"); (ii) capital facilities of the County which are included in the County's Capital Facility Fee program and are authorized to be financed under the Act (the "County Facilities"); and (iii) capital facilities of the South Placer Regional Transportation Authority which are included in the Authority's fee programs and are authorized to be financed under the Act (the "Transportation Facilities" and, together with the City Facilities and the County Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

EXHIBIT B

City of Lincoln
Community Facilities District No. 2025-1
(Joiner Ranch East)

COST ESTIMATES

The following is a summary of the estimated costs of acquisition and construction of the Facilities. In addition, the CFD will finance bond and other debt issuance costs, capitalized interest, a debt service reserve fund, the costs of forming the CFD and other costs associated with the sale of bonds and annual administration of the CFD.

City of Lincoln	**Estimated Cost**
Sewer (Pipes, manholes & valves)	$1,946,038
Water (Pipes, valves, hydrants & connections)	$2,499,935
Storm Drain (Pipes, manholes & basin)	$1,165,350
Street (Grading, curb/gutter, sidewalk, lighting, paving, signs & monuments)	$7,759,500
Traffic Fee	$925,747
Subtotal	**$14,296,570**
Other Agencies	
County of Placer - Capital Facility Fee	$458,489
South Placer Regional Transportation Authority	$318,186
Subtotal	**$776,675**
Total	**$15,073,245**

EXHIBIT C

City of Lincoln
Community Facilities District No. 2025-1
(Joiner Ranch East)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF LINCOLN
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(JOINER RANCH EAST)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East) shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All property in the CFD, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by the CFD.

"Base Special Tax" means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 of Section C, as may be adjusted pursuant to Section D.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by the CFD to fund Authorized Facilities.

"Building Permit" means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD" means the City of Lincoln Community Facilities District No. 2025-1 (Joiner Ranch East).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Lincoln.

"City Council" means the City Council of the City of Lincoln, acting as the legislative body of the CFD.

"County" means the County of Placer.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

"Development Class" means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property.

"Expected Land Uses" means the number of Residential Units in each Square Footage Category and the acreage of Other Property expected within the CFD at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Updates to Attachments 1 and 2 shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

"Expected Maximum Special Tax Revenues" means the aggregate Special Tax that can be levied based on application of the Base Special Tax to the Expected Land Uses. The Expected Maximum Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Sections D and H below. Updates to Attachments 1 and 2 shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

"Final Map" means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) or a condominium plan recorded pursuant to California Civil Code 1352 that, in either case, creates individual lots for which Building Permits may be issued without further subdivision.

"Final Map Property" means, in any Fiscal Year, all Single Family Lots created within Final Maps that had recorded prior to June 1 of the preceding Fiscal Year and which have not yet become Developed Property.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels of Taxable Property in the CFD.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Improvement Fund" means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities or to pay eligible impact fees.

"Indenture" means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means the categories of land use identified in Table 1 in Section C below.

"Land Use Change" means a proposed or approved change to the Expected Land Uses after CFD Formation.

"Master Developer" means JEN California 24 LLC and its successors and assigns.

"**Maximum Special Tax"** means the greatest amount of Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Sections C and D below.

"Other Property" means any Parcel of Developed Property in the CFD that is not Single Family Property.

"Owners Association" means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

"Owners Association Property" means any property within the boundaries of the CFD that is owned in fee or through easement by the Owners Association, not including any such property that is located directly under a residential structure.

"Proportionately" means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

"Public Property" means any property within the boundaries of the CFD that is owned by the City, County, federal government, State of California, or other public agency.

"Required Coverage" means the amount by which the Expected Maximum Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

"Residential Unit" means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure. A second unit (granny flat) that shares a Parcel with an SFD Unit shall not be considered a Residential Unit for purposes of levying the Special Tax.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"SFD Unit" means a residential dwelling unit that does not share a common wall with another residential dwelling unit.

"Single Family Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of a Residential Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

"Single Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

"Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support, and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the City.

"Square Footage Category" means one of the categories of Single Family Property, distinguished based on the size of Residential Units within that category, for which a Special Tax amount is set forth in Table 1 in Section C below.

"Taxable Owners Association Property" means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it is Owners Association Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Property" means all of the Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or Section G below.

"Taxable Public Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it is Public Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Welfare Exemption Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D herein), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it has become Welfare Exemption Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"**Tentative Map**" means a tentative map or substantial conformance exhibit for property in the CFD, including any adjustments or amendments thereto.

"**Undeveloped Property**" means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property, Developed Property, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property as defined herein.

"Welfare Exemption Property" means, in any Fiscal Year, any Parcels in the CFD that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single

Family Property or Other Property; (iii) for Single Family Property, determine the Square Footage Category for each Parcel; (iv) for Other Property, determine the Acreage of each Parcel; and (v) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D herein.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for a Parcel of Developed Property is the greater of: (i) the Base Special Tax set forth in Table 1 below, or (ii) the Maximum Special Tax determined pursuant to Section D.

Table 1
Base Special Tax
Developed Property

Land Use Category	Square Footage Category	Base Special Tax Fiscal Year 2025-26 *
Single Family Property	Greater than 2,000 square feet	$4,016 per Residential Unit
Single Family Property	1,726 – 2,000 square feet	$3,648 per Residential Unit
Single Family Property	1,625 – 1,725 square feet	$3,544 per Residential Unit
Single Family Property	Less than 1,625 square feet	$3,464 per Residential Unit
Other Property	N/A	$61,120 per Acre

*** On July 1, 2026, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

Once a Parcel has been taxed in any Fiscal Year as Developed Property, the Parcel shall continue to be taxed as Developed Property regardless of changes to or expiration of the original Building Permit, and regardless of revisions to or destruction of the structure that was or was expected to be constructed pursuant to the original Building Permit.

2. Final Map Property

The Maximum Special Tax for Final Map Property is $4,016 per Single Family Lot for Fiscal Year 2025-26, which amount shall increase on July 1, 2026 and each July 1 thereafter by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

3. Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property

The Maximum Special Tax for Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property is $61,120 per Acre for Fiscal Year 2025-26, which amount shall increase on July 1, 2026, and each July 1 thereafter by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. Land Use Changes

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 below must be applied:

Step 1: By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a partial prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.

Step 2: The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in the CFD after the Land Use Change based on application of the Base Special Taxes from Table 1.

Step 3: If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the "Requesting Landowner") may make a prepayment in an amount that will ensure that the reduced Expected Maximum Special Tax Revenues are sufficient to provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

Pursuant to this Section D.1, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of

property the right to receive notice of the potential impact of Land Use Changes on the Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for the CFD. After the prepayment has been received, the application of Sections D, E, and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

3. Conversion of a Parcel of Public Property to Private Use

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the Administrator.

4. Reduction in Maximum Special Tax

The Base Special Tax for Residential Units set forth in Table 1 may be proportionately or disproportionately reduced prior to the First Bond Sale. Such a reduction shall be made without a vote of the qualified CFD electors if the Master Developer requests a reduction in the Base Special Tax. Any such reduction shall occur at least 30 days prior to the First Bond Sale.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. A Special Tax shall then be levied according to the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.

Step 2: If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Special Tax Requirement.

Step 3: If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the

Maximum Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Special Tax Requirement.

Step 4: If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.

Step 5: If additional revenue is needed after Step 4, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Special Tax Requirement.

Step 6: If additional revenue is needed after Step 5, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2065-66. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

(1) Public Property, except Taxable Public Property.

(2) Owners Association Property, except Taxable Owners Association Property.

(3) Welfare Exemption Property, except Taxable Welfare Exemption Property.

(4) Parcels that are owned by a public utility for an unmanned facility.

(5) Parcels that are subject to an easement that precludes any other use on the Parcel.

(6) Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below.

H. PREPAYMENTS

The following definitions apply to this Section H:

"Outstanding Bonds" means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued prior to the date of prepayment.

"Public Facilities Requirement" means either $10.6 million in 2025 dollars, which shall increase on January 1, 2026, and on each January 1 thereafter by 2% of the amount in effect in the prior year, or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by the CFD. The Public Facilities Requirement shown above may be adjusted each time property annexes into the CFD or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change or prepayment; at no time shall the Public Facilities Requirement exceed the amount of public improvement costs that can be funded by the Expected Maximum Special Tax Revenues, as determined by the Administrator.

"Remaining Facilities Costs" means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity, and any other source of funding.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in the CFD may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 60 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

Bond Redemption Amount	
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.

Step 2. Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in the CFD, as shown in Attachment 2 and as adjusted by the Administrator after prepayments or Land Use Changes.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "**Bond Redemption Amount"***).

Step 4. Compute the current Remaining Facilities Costs (if any).

Step 5. Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the "**Remaining Facilities Amount"***).

Step 6. Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "**Redemption Premium"***).

Step 7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8, and 9 of this prepayment formula will not apply.

Step 8: Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.

Step 9: Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (the ***"Defeasance Requirement"***).

Step 10. The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds, and recording any notices to evidence the prepayment and the redemption (the *"**Administrative Fees and Expenses"***).

Step 11. If and to the extent so provided in the Bond Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "***Reserve Fund Credit"***).

Step 12. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the *"**Prepayment Amount"***).

Step 13. From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Special Tax obligation has been received, a Notice of Cancellation of Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Special Tax. However, a Notice of Cancellation of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds

defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

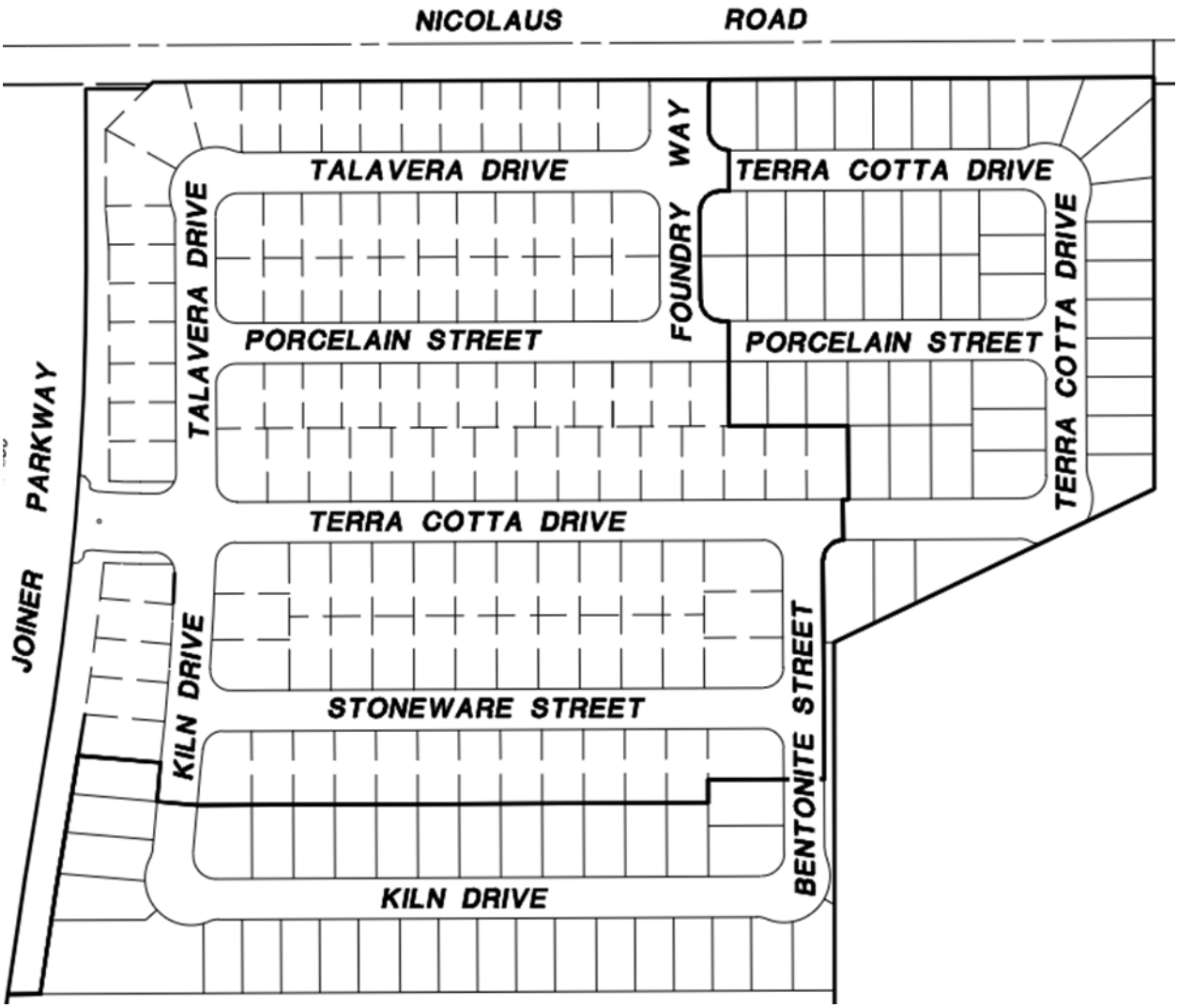
I. INTERPRETATION OF RMA

Interpretations may be made by Resolution of the City Council to interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes.

ATTACHMENT 1

City of Lincoln
Community Facilities District No. 2025-1
(Joiner Ranch East)

Expected Lot Layout



ATTACHMENT 2

City of Lincoln
Community Facilities District No. 2025-1
(Joiner Ranch East)

Expected Land Uses and Expected Maximum Special Tax Revenues

Land Use Category	Square Footage Category	Expected Residential Units/ Acreage	Base Special Tax Fiscal Year 2025-26 *	Expected Maximum Special Tax Revenues *
Single Family Property	Greater than 2,000 square feet	40 Residential Units	$4,016 per Residential Unit	$160,640
Single Family Property	1,726 – 2,000 square feet	57 Residential Units	$3,648 per Residential Unit	$207,936
Single Family Property	1,625 – 1,725 square feet	57 Residential Units	$3,544 per Residential Unit	$202,008
Single Family Property	Less than 1,625 square feet	44 Residential Units	$3,464 per Residential Unit	$152,416
Other Property	N/A	0.0 Acres	$61,120 per Acre	$0
Expected Maximum Special Tax Revenues (FY 2025-26 $)				**$723,000**

* On July 1, 2026 and each July 1 thereafter, all dollar amounts shown above shall be increased by 2% of the amount in effect in the prior Fiscal Year.

STAFF REPORT

Item Number 9.A

SUBJECT: Consideration of an Employment Agreement Amendment for the City Manager and City Attorney, Including Compensation and Benefits Adjustments. (Veronica Rodriguez)

SUBMITTED BY: Veronica Rodriguez

DEPARTMENT: Human Resources

DATE: August 12, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council consider the attached resolution approving amendments to the employment agreements for the City Manager and City Attorney. If approved, the Council should also approve the revised salary schedule for the City Manager. These amendments reflect the results of their recent performance evaluations and include salary adjustments and modifications to other compensation or fringe benefits. The estimated additional cost for Fiscal Year 2025/26 is $44,840, necessitating a budget augmentation of the same amount.

BACKGROUND/INTRODUCTION:

On April 1, 2025, the City of Lincoln retained the services of Municipal Resource Group LLC (MRG) to facilitate the performance evaluation process for both the City Manager and City Attorney. A closed session meeting was held on April 22, 2025, where the City Council, with the assistance of MRG, discussed the performance of both the City Manager, Sean Scully, and the City Attorney, Kristine Mollenkopf, over the past year. A subsequent closed session took place on July 22, 2025, in which the City Council reviewed and discussed potential adjustments to compensation and fringe benefits. Following these discussions, the City Council now wishes to consider and take action on recommended compensation adjustments in open session, in accordance with applicable law.

FINDINGS/ANALYSIS:

Based on the performance evaluation process overseen by MRG and conducted by the City Council, staff recommends the following amendments to the employment agreements of City Manager Scully and City Attorney Mollenkopf be revised as follows:

1. Merit Increase
    - Increase the current salary for the City Manager by 5%, setting the new annual base salary at $281,190
    - Increase the current salary for the City Attorney by 5%, setting the new annual base salary at $256,619.78
2. 457 Deferred Compensation Contribution

- Add an annual $10,000 City contribution to the 457 deferred compensation accounts for both the City Manager and City Attorney.

All other terms and conditions in the employment agreements for City Manager Scully (dated December 14, 2021 and amended on October 8, 2024) and City Attorney Mollenkopf (dated January 1, 2018) will remain unchanged.

CONCLUSION

To implement the recommended changes to Mr. Scully's and Ms. Mollenkopf's employment agreements dated December 14, 2021, and January 1, 2018, respectively, it is necessary to execute the attached amendments to City Manager Scully's and City Attorney Mollenkopf's at-will employment agreements. Therefore, staff recommends that the City Council approve a resolution authorizing the Mayor to execute the attached amendments that implements the revisions agreed upon by the City Council.
Additionally, in compliance with Section 570.5 of the California Code of Regulations (Employees' Retirement System Regulations), staff recommends that the City Council approve the revised salary schedule for the City Manager to reflect the proposed salary increase.

FISCAL IMPACT:

The cost of the proposed change to City Manager Scully's and City Attorney Mollenkopf's compensation for Fiscal Year 25/26 is approximately $44,840, necessitating a budget augmentation for this amount allocated as follows:

10001500-4000	$5,740.00
71001500-4000	$1,722.00
75001500-4000	$574.00
72001500-4000	$1,148.00
60001500-4000	$1,722.00
73001500-4000	$574.00
10001500-48095	$5,000.00
71001500-48095	$1,500.00
75001500-48095	$500.00
72001500-48095	$1,000.00
60001500-48095	$1,500.00
73001500-48095	$500.00
60002000-40000	$13,360.00
60002000-48095	$10,000.00
TOTAL COST	**$44,840.00**

ATTACHMENTS:
ATTACHMENT A - Resolution CM and CA Salary Contract Amendment.docx

ATTACHMENT B-Amendment_Scully.pdf

ATTACHMENT C-Amendment_Mollenkopf.pdf

ATTACHMENT D-Proposed Unrepresented Salary Schedule.pdf

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING AMENDMENTS TO THE AT-WILL EMPLOYMENT AGREEMENTS FOR CITY MANAGER SEAN SCULLY AND CITY ATTORNEY KRISTINE MOLLENKOPF AND ADOPTION OF THE REVISED SALARY SCHEDULE FOR THE CITY MANAGER CLASSIFICATION

WHEREAS, the City of Lincoln entered into an at-will employment agreement with Sean Scully on December 14, 2021, appointing him as the City Manager of the City of Lincoln; and

WHEREAS, the City of Lincoln entered into an at-will employment agreement with Kristine Mollenkopf on January 1, 2018, appointing her as the City Attorney of the City of Lincoln; and

WHEREAS, the City Council has evaluated the salary and terms of the employment agreements for City Manager Sean Scully and City Attorney Kristine Mollenkopf ; and

WHEREAS, The City of Lincoln's City Council has proposed revisions to City Manager Scully's and City Attorney Mollenkopf's at-will employment agreements; and

WHEREAS, Section 570.5 of the California Code of Regulations (Employees' Retirement System Regulations), requires that a pay schedule be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws; and

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

1. The approval of an Amendment to the December 14, 2021, At-Will Employment Agreement for City Manager Sean Scully as previously amended on October 8, 2024, and effective through September 24, 2029, or the date of earlier termination in accordance with provisions of the agreement.

2. The approval of an Amendment to the January 1, 2018, At-Will Employment Agreement for City Attorney Kristine Mollenkopf.

3. The adoption of the revised salary schedule for the City Manager.

PASSED AND ADOPTED this 12th day of August 2025.

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Holly Andreatta, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

AMENDMENT 2 TO DECEMBER 14, 2021, AT-WILL EMPLOYMENT AGREEMENT: SEAN SCULLY

The employment agreement for City Manager, Sean Scully, is amended as follows:

1. The following section shall be added to Exhibit B of the employment agreement:

- **Deferred Compensation**

  Employee will receive an annual $10,000 employer contribution to Employee's 457(b) deferred compensation plan beginning with the first pay period following the approval of this agreement. The $10,000 employer contribution will be made to the Employee's 457(b) deferred compensation plan account in equal installments over 26 pay periods.

The amendment listed above does not affect the remainder of the employment agreement. The amended terms will take effect upon execution of this amendment.

_____	_____
Holly Andreatta, Mayor	Sean Scully, City Manager
_____	_____
Dated	Dated

Approved as to form:

_____
Kristine Mollenkopf, City Attorney

AMENDMENT TO JANUARY 1, 2018, AT-WILL EMPLOYMENT AGREEMENT: KRISTINE MOLLENKOPF

The employment agreement for City Attorney, Kristine Mollenkopf , is amended as follows:

1. The following section shall be added to Exhibit B of the employment agreement:

- **Deferred Compensation**

  Employee will receive an annual $10,000 employer contribution to Employee's 457(b) deferred compensation plan beginning with the first pay period following the approval of this agreement. The $10,000 employer contribution will be made to the Employee's 457(b) deferred compensation plan account in equal installments over 26 pay periods.

The amendment listed above does not affect the remainder of the employment agreement. The amended terms will take effect upon execution of this amendment.

_____	_____
Holly Andreatta, Mayor	Kristine Mollenkopf, City Attorney
_____	_____
Dated	Dated

Approved as to form:

_____

Kristi McKenney, Junior Deputy City Attorney

City of Lincoln Salary Schedule

Unrepresented, Elected Officials and Commissions

Adoption Date: TBD
Resolution: 2025-XXX
Bargaining Unit: Unrepresented
Effective Date: TBD

Job Classification	Adopted	Effective	Min Range	Max Range
Assistant City Attorney	10/22/24	10/22/24	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Assistant City Manager	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Chief Innov & Tech Ofcr	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
City Attorney	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
City Clerk	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
City Engineer	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
City Manager	TBD	TBD	48.06126	135.18750
			8,330.62	23,432.50
			99,967.43	281,190.00
Community Dev Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Deputy Fire Chief	7/11/23	7/11/23	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Economic Development & Communications Specialist	9/5/23	9/5/23	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Finance Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Finance Manager	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Fire Chief	7/22/25	7/22/25	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00

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City of Lincoln Salary Schedule

Unrepresented, Elected Officials and Commissions

Adoption Date: TBD
Resolution: 2025-XXX
Bargaining Unit: Unrepresented
Effective Date: TBD

Fire Marshal	7/22/25	7/22/25	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
HR Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Junior Deputy City Attorney	10/22/24	10/22/24	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Library Svcs Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Police Captain	7/11/23	7/11/23	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Public Safety Chief	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Public Works Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
PW Director/City Eng	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Senior Deputy City Attorney	10/22/24	10/22/24	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00

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City of Lincoln Salary Schedule

Unrepresented, Elected Officials and Commissions

Adoption Date: TBD
Resolution: 2025-XXX
Bargaining Unit: Unrepresented
Effective Date: TBD

Job Classification	Adopted	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Chief of Police	12/14/21	12/14/21	59.19050	62.15000	65.25750	68.52038	71.94638	75.54375	79.32100
			10,259.69	10,772.67	11,311.30	11,876.87	12,470.71	13,094.25	13,748.97
			123,116.24	129,272.00	135,735.60	142,522.38	149,648.46	157,131.00	164,987.68
HR Manager	12/14/21	12/14/21	43.77800	45.96688	48.26525	50.67850	53.21250	55.87313	58.66675
			7,588.19	7,967.59	8,365.98	8,784.27	9,223.50	9,684.68	10,168.90
			91,058.24	95,611.10	100,391.72	105,411.28	110,682.00	116,216.10	122,026.84
Library Manager	12/14/21	12/14/21	31.44000	33.01200	34.66263	36.39575	38.21550	40.12625	42.13263
			5,449.60	5,722.08	6,008.19	6,308.60	6,624.02	6,955.22	7,302.99
			65,395.20	68,664.96	72,098.26	75,703.16	79,488.24	83,462.60	87,635.86

Elected Officials and Commissions	Monthly Stipend
Councilmember	655.00
Mayor	705.00
City Treasurer	655.00
Planning Commission	100.00

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