CITY OF LINCOLN
2026 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY*
April 28, 2026

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

-COUNCIL MEETING AGENDA-

6:00 PM

Mayor Richard Pearl

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

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

or attend via

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

EXECUTIVE TEAM

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

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

THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

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

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

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

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

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

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

1. CLOSED SESSION - 5:00pm

1.A CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code §54957.6

City Designated Representative: Veronica Rodriguez, Employee Organization: Local 39 Professional and Administrative Employee Group.

1.B CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code §54956.9

Name of Case: (City of Lincoln v. The Gathering Inn, et al., Placer Superior Court Case No. S-CV-0053711)

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENT (CLOSED SESSION AGENDA ITEMS ONLY)

GENERAL SESSION - 6:00pm

INSPIRATION OR INVOCATION

5. CALL TO ORDER

6. ROLL CALL

7. REPORT FROM CLOSED SESSION (if any)

8. PLEDGE OF ALLEGIANCE

9. AGENDA MODIFICATIONS

10. INFORMATION ITEMS AND DISCLOSURES

11. PRESENTATIONS

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

13. CONSENT

13.A Approval of Meeting Minutes of April 14, 2026 Regular City Council Meeting. (Hope Ithurburn)

13.B Waive Full Reading and Adopt by Title Only an Ordinance of the City of Lincoln Amending Certain Sections of Lincoln Municipal Code Chapter 3.24 Contracts and Purchasing and Chapter 3.26 Public Projects Subject to the Public Contract Code. (Nita Wracker)

13.C Adopt a Resolution Authorizing City Staff to Approve the 2026 Independence Day Fireworks Show on July 4, 2026, and Fireworks Displays During Lincoln Potters' 2026 Season. (Doug Brown)

13.D Adopt a Resolution Authorizing the City Manager to Execute a Concession Services Agreement with The Barking Bun for Operations at the Eleanor Carnesecca Softball Complex Within Foskett Regional Park. (Doug Brown)

13.E Receive and File the City of Lincoln Quarterly Treasurer's Report. (Nita Wracker)

13.F Adopt a Resolution Authorizing the City Manager to Execute Task Order Amendment No. 3 with Kimley-Horn for Engineering Design Services for the Ferrari Ranch Road Improvements Project (CIP 644). (Roland Neufeld)

13.G Adopt a Resolution Authorizing the City Manager to Execute a Pacific Gas and

Electric (PG&E) Distribution Easement at McBean Park to Facilitate Permanent Utility Service to an Existing Telecommunications Facility. (Matthew Medill)

13.H Adopt a Resolution Authorizing the City Manager to Execute a Public Facilities Element Fee Credit Agreement with JEN California 24, LLC. (Nita Wracker)

13.I Adopt a Resolution Authorizing Applications for Sacramento Area Council of Governments (SACOG) 2026 Federal Funding Programs (Jacob Groeser)

14. PUBLIC HEARINGS

14.A Stardust 12 Project (Mikaela Noble)

1. Resolution Adopting the Proposed Addendum to the Certified 2012 Village 1 Specific Plan EIR.
2. Resolution Amending the Village 1 Specific Plan to Reflect Changes in Association with the Project.
3. Consider Waiving First Reading and Introducing by Title Only an Ordinance Amending the Village 1 GDP to Reflect Changes in Association with the Project.
4. Resolution Approving a Small Lot Tentative Subdivision Map for the Project.

14.B West Lincoln Square Commercial Project (Thomas Cruickshank)

1. Resolution Determining the Addendum to the certified EIR for the SUD B NEQ Specific Plan as the appropriate level of documentation to satisfy the CEQA requirements.
2. Consider Waiving First Reading and Introduce by Title Only an Ordinance Approving a Zone Text Amendment to the Adopted SUD-B NEQ GDP.
3. Resolution Approving the Amendment to the Commercial Portion of an approved A&P Lincoln, LLC (Peery-Arrillaga) Property Large Lot Tentative Parcel Map.

14.C Adopt a Resolution Approving the Pre-Annexation Proceedings for the Brar Property and Determine that No Further Environmental Analysis is Needed Under CEQA. (Rommel Pabalinas)

15. GENERAL BUSINESS

15.A Adopt a Resolution Authorizing the City Manager to unencumber funds from CIPV2512 Autocar EV garbage collection vehicle and reallocate for Procurement of Tymco 500X Street Sweeper and Chevrolet Silverado EV. (Aaron Hookins)

15.B Adopt a Resolution Awarding the Contract for Professional Auditing Services to MUN CPAs LLP and Authorizing the City Manager, or Designee, to Enter into an Agreement for Services. (Nita Wracker)

16. CITY MANAGER REPORTS

17. COUNCIL INITIATED BUSINESS

18. COMMITTEE REPORTS

19. ADJOURNMENT

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

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

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

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

STAFF REPORT

Item Number 13.A

SUBJECT: Approval of Meeting Minutes of April 14, 2026 Regular City Council Meeting. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Clerk's Office

DATE: April 28, 2026

ATTACHMENTS:
1.DRAFT - MEETING MINUTES, 4.14.2026.docx

MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
April 14, 2026

1. CLOSED SESSION MEETING – 5:06pm

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

1.B **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Gov. Code Section, §54956.9(d)(2): One (1) Potential Case

2. CALL TO ORDER - The meeting was called to order by Mayor Pearl at 5:06pm at City Hall, 600 6th Street, Lincoln, CA in the Council Chambers and offered virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18. Closed session was held in the 3rd floor conference room.

3. ROLL CALL Councilmembers present:

Mayor Richard Pearl
Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy

4. PUBLIC COMMENT ON CLOSED SESSION - none.

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

5. CALL TO ORDER by Mayor Pearl at 6:12pm.

6. ROLL CALL: Councilmembers present:

Mayor Richard Pearl
Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy

7. REPORT FROM CLOSED SESSION (if applicable) – nothing to report.

8. PLEDGE OF ALLEGIANCE – led by Darla Gutierrez.

9. CONFLICT OF INTEREST – none.

10. AGENDA MODIFICATIONS – The redline version attachment of the ordinance for Item #14.A was provided to Council and the public as a handout as it was omitted from the agenda packet due to a technical error.

11. PRESENTATIONS

Mayor Pearl reported on the recent "Big Boy" train tour followed by a group photo with Council.

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

The following provided public comment:

Stan Nader, Lincoln resident
Kevin Siddle, Lincoln resident
Byron Chapman, Lincoln resident
Angela V., Lincoln resident

13. CONSENT

Mayor Pearl asked if any members of the City Council or staff would like to pull any items from the consent agenda with none pulled.

13.A **Approval of Meeting Minutes** of March 24, 2026 Regular City Council Meeting.

13.B Adopt **Resolution 2026-043** Authorizing the Acceptance of a Donation from the Lincoln Public Safety Foundation of a 2024 Suzuki DRZ400 Dual Purpose Motorcycle and Four (4) Automated External Defibrillators for Use by the Lincoln Police Department.

13.C Adopt **Resolution 2026-044** Authorizing the City Manager to Execute a Contract with Francisco & Associates (F&A) for District Engineering Services.

Mayor Pearl opened public comment.

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

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

14. PUBLIC HEARINGS

14.A Waive Full Reading and Introduce by Title Only an Ordinance of the City of Lincoln Amending Certain Sections of Lincoln Municipal Code Chapter 3.24 - Contracts and Purchasing and Chapter 3.26 - Public Projects Subject to the Public Contract Code and Further Finding the Ordinance is Exempt From Environmental Review Under the California Environmental Quality Act (CEQA).

DRAFT

Sean Scully, City Manager introduced Nita Wracker, Assistant City Manager who presented to Council noting several modifications that were made to the ordinance post agenda packet publication.

Mayor Pearl opened the public hearing. Seeing no public comment, Mayor Pearl called for a motion of approval for the item.

Councilmember Reedy motioned to approve noting modifications earlier as read into record, motion was seconded by Councilmember Brown. Passed by the following voice vote:

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

15. GENERAL BUSINESS

15.A Adopt **Resolution 2026-045** Accepting a Fiscal Impact Analysis of Community Facility District (CFD) 2018-2 and Authorizing a Maximum Tax within the CFD Project Area.

Nita Wracker, Assistant City Manager introduced the item and consultant Jamie Gomes of Economic & Planning Systems, Inc. (EPS) who presented to Council with a brief discussion following. Mayor Pearl opened public comment.

The following provided public comment:

Byron Chapman, Lincoln resident

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

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

15.B Adopt **Resolution 2026-046** Authorizing the Issuance of the City of Lincoln Community Facilities District No. 2005-1 Special Tax (Sorrento Village) Special Tax Refunding Bonds, Series 2026.

Nita Wracker, Assistant City Manager introduced Brian Forbath of Stradling Yocca Calrson & Rauth LLP and Jaime Trejo of PFM Financial Advisors LLC who presented to Council with a brief discussion following. Mayor Pearl opened public comment.

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

DRAFT

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

16. CITY MANAGER REPORTS
Sean Scully, City Manager commented on the City's recent safety ranking, a possible train mural to be placed on the Police Department building, expressed gratitude to Nita Wracker, Assistant City Manager regarding her efforts on the bond refinancing and associated Community Facilities District (CFD). Scully also promoted the upcoming Airport Committee meeting.

17. COUNCIL INITIATED BUSINESS
Councilmember Andreatta requested staff to review the City's property and services assessment and it's relation to the County. Councilmember Brown requested staff to research The Gathering Inn's potential closing of centers. Mayor Pearl requested staff to conduct a study/assessment of Council's salaries.

18. COMMITTEE REPORTS
Councilmember Andreatta reported on a recently attended Sacramento Area Council of Government (SACOG) meeting. Councilmember Brown reported on a recently attended Placer County Transportation Planning Agency (PCTPA) board meeting. Councilmember Reedy reported on a recently attended Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA) board meeting. Mayor Pro Tem Eklund reported on a recently attended Local Area Formation Commission) LAFCO board meeting.

19. INFORMATION ITEMS
Councilmember Brown provided updates on Lincoln Serves. Councilmember Andreatta inquired about the Skate Park groundbreaking event with staff responding. Mayor Pro Tem Eklund inquired about the Fitness Center and the Twelve Bridges traffic. Mayor Pearl inquired as to the Hwy. 193 traffic update with staff responding.

20. ADJOURNMENT

The meeting was adjourned at 7:23 pm to the Regular City Council meeting on April 28th, 2026 at 6:00pm in the Council Chambers, 600 6th Street, Lincoln.

Respectfully submitted by Hope Ithurburn, City Clerk

_____
Hope Ithurburn, City Clerk

DRAFT

STAFF REPORT

Item Number 13.B

SUBJECT: Waive Full Reading and Adopt by Title Only an Ordinance of the City of Lincoln Amending Certain Sections of Lincoln Municipal Code Chapter 3.24 Contracts and Purchasing and Chapter 3.26 Public Projects Subject to the Public Contract Code. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: Finance

DATE: April 28, 2026

STAFF RECOMMENDATION:
Staff recommend the City Council of the City of Lincoln waive the second reading and adopt by title only, an ordinance of the City of Lincoln amending certain sections of the Lincoln Municipal Code Chapter 3.24 – Contracts and Purchasing and Chapter 3.26 – Public Projects Subject to the Public Contract Code, and further finding the Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA).

BACKGROUND/INTRODUCTION:
On April 14, 2026, the City Council help a public hearing, waived the first reading, and introduced by title only an Ordinance amending certain sections of Lincoln Municipal Code Chapter 3.24 - Contracts and Purchasing as Chapter 3.26 - Public Project Subject to the Public Contract Code, and finding the Ordinance was exempt from CEQA.

FINDINGS/ANALYSIS:
The second reading is necessary to enact the Ordinance.

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

FISCAL IMPACT:
Adoption of these changes do not place an additional financial burden on the City.

ATTACHMENTS:
Purchasing_Code_updates_-_Ordinance__2026.doc

Purchase_code_3.24_3.26_Ordinance_2026.docx

ORDINANCE XXXXB

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN AMENDING CERTAIN SECTIONS OF CHAPTER 3.24 – CONTRACTS AND PURCHASING AND CHAPTER 3.26 – PUBLIC PROJECTS SUBJECT TO THE PUBLIC CONTRACT CODE AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER CEQA

WHEREAS, Lincoln Municipal Code Chapter 3.24 – Contracts and Purchasing was originally enacted in 1988 (Ordinance 515B) and has been amended in 1993 (Ordinance 599B), 2001 (Ordinance 711B), 2019 (Ordinance 983B), 2020 (Ordinance 1012B) and it was repealed in re-enacted in 2022 (Ordinance 1049B). Chapter 3.26 – Public Projects Subject to the Public Contract Code was originally enacted in 1988 (Ordinance 515B), and has been amended in 1993 (Ordinance 596B), 2001 (Ordinance 711B), 2019 (Ordinance 983B), and it was repealed in re-enacted in 2022 (Ordinance 1049B); and

WHEREAS, it is a good practice to review and revise the Chapters 3.24 - Contracts and Purchasing as Chapter 3.26 - Public Project Subject to the Public Contract Code to update purchasing limits and processes in line with federal standards and government code; and

WHEREAS, the City complies with Office of Management and Budget (OMB) 2 CFR 200 et seq. and Federal Acquisition Regulation (FAR) 48 CFR, Government Code sections 1090, 54202, 54203, 65402, 65401, Section 22000 et seq. of the Public Contract Code, 20101 of the California Public Contract Code;

WHEREAS, revisions have been made to bring authorization thresholds closer to those allowed by Federal Acquisition Regulation, to provide clean up and edits to certain sections, and to ensure the city remains compliant with changes in laws and regulations.

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

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

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

Section 3. **Severability.** If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity

of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

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

Section 5. **Amendment.** Lincoln Municipal Code Chapter 3.24 is hereby amended per the attached.

Section 6. **Amendment.** Lincoln Municipal Code Chapter 3.26 is hereby amended per the attached.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on April 14, 2026, by the following vote:

AYES: Councilmembers: Andreatta, Brown, Eklund, Pearl, Reedy
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lincoln held on 28th day of April, 2026, by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

CHAPTER 3.24 CONTRACTS AND PURCHASING

Article I. General

3.24.010 Purpose and intent.

The ordinance codified in this chapter is enacted pursuant to the provisions of Government Code Sections 54202 and 54203 to establish policies and procedures governing purchases of goods and procurement of services.

It is the city's policy to establish efficient policies for the purchase of goods, procurement of services, and construction of public works at the lowest possible cost commensurate with the quality needed; to exercise effective and efficient financial control over such transactions; to clearly define authority for the purchasing and contracting function; and to assure the quality of purchases, services, and public works.

3.24.015 Applicability.

The provisions of this chapter, as well as any applicable state or federal laws, shall apply to (1) the purchase of equipment, supplies, products or materials ("goods"), (2) the procurement of services, (3) the procurement of professional services; and (4) public works projects, funded by the City of Lincoln.

3.24.200 Standards of conduct and general requirements.

The provisions of this chapter, as well as any applicable state or federal laws, shall apply to all purchases funded by the City of Lincoln.

A. Fair Competition. City employees must discharge their duties impartially to assure fair and open competition for city business by responsible vendors. In addition, they shall conduct themselves in a manner that will create confidence in the integrity of the city's purchasing operations. City employees will treat all vendors equally and fairly.

B. Conflicts of Interest. No city council member, employee, officer, or agent of the city may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. A conflict of interest includes any circumstances under which the city council member, employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of those parties, has a financial interest in or a tangible personal benefit from a vendor considered for a contract. No officer, employee, or agent of the city may solicit or accept gratuities, favors, or anything of monetary value from vendors or parties to subcontracts. Disciplinary actions, up to and including termination for cause, will apply to any violation of these conflict of interest standards, in accordance with city policy, and/or, as applicable, a collective bargaining agreement, employment contract, or contract for services.

C. Economical Approach. All procurements must be undertaken in a manner that will avoid acquisition of unnecessary or duplicative items, which may include consideration of consolidating or breaking out procurements, lease alternatives, and other appropriate analysis to determine the most economical approach, subject to the limits of applicable law, including prohibitions against bid-splitting.

D. Oversight. Each department must maintain oversight over its procurements to ensure that vendors perform in accordance with the terms, conditions, and specifications of the contracts or purchase orders.

E. Dispute Resolution. Any and all protests, disputes, claims, and the like, arising from a procurement will be addressed promptly in accordance with good administrative practice and sound business judgment, and in compliance with all applicable legal or contractual requirements.

F. Specifications. All procurement solicitations should incorporate a clear and accurate description of the technical requirements or functions of the goods or services to be procured. However, such descriptions should not be drafted to unduly restrict competition among qualified vendors.

G. Business License. Pursuant to Municipal Code Chapter 5.04, Business Tax Certification, vendors are required to obtain a City of Lincoln business license if the vendor is conducting business in the city whether or not they are located in the city limits. This requirement may be waived by the city manager or designee when determined to not be applicable to the type of business being conducted by the vendor.

H. Legal Compliance and Interpretation. All city procurements subject to state or federal laws will be made in compliance with currently applicable state or federal laws and regulations. To the extent there is any conflict or inconsistency between such state or federal law or regulation, the more restrictive requirements will apply.

3.24.250 Exempt contracts.

Except as set forth below, and notwithstanding any other provision of law, the following purchases or contracts shall not be subject to this chapter:

A. Annual Membership Dues. Membership dues for professional and civic organizations to which the city is a member, including, without limitation, the League of California Cities, the Chamber of Commerce, and such similar professional and civic organizations that may charge an annual or other membership fee. Such contracts may be entered into and/or membership fees paid at the direction of the city manager, without prior city council approval, provided there is adequate funding allocated in the city budget.

B. Public Works Contracts. Contracts for public projects (public works) governed by the California Public Contracts Code, except that the provisions in this Chapter 3.26 of the Lincoln Municipal Code shall apply to such contracts.

C. Any contract or purchase that is otherwise authorized to be made without competitive procurement under applicable provisions of the California Public Contract Code, Government Code, or other applicable federal or state laws.

D. When, upon the majority vote of all of the members of the City Council, it is determined that it is in the best interests of the City to suspend formal bidding procedures for any purchase or contract.

E. Provided there is adequate funding allocated in the city budget the following purchase are specifically exempt from the purchasing and contracting procedures set forth in this chapter: advertisement and notice, courier/delivery/messenger, insurance claims and premiums, medical payments, court fees, payments to other governmental units, petty cash replenishment, property rentals, subscriptions, trade circulars or books, travel expense/advance.

F. Pursuant to Public Contracting Code § 10335.5(c), the following contracted services are exempt from advertising and public bidding requirements, unless otherwise required by specific grant obligations which fund such services:

1. Contracts solely for the purpose of obtaining expert witnesses for litigation;

2. Contracts for legal defense, legal advice, or legal services;

3. Contracts that can only be performed by a public entity as defined in subdivision (b) of Section 605 of the Unemployment Insurance Code.

Contracts designated as exempt shall be subject to review and verification of exempt status by the City Attorney. Exempt contracts for temporary, short term, or emergency services may be approved and execute by the City Manager. Exempt contracts for long-term services or non-emergency services exceeding $50,000 shall be approved by the City Council.

Nothing in this section shall be interpreted to exempt the City from compliance with any competitive procurement requirement imposed by applicable federal or state law. Where such laws require competitive procedures, those requirements shall control.

3.24.030 Definitions.

The following terms, whenever used in this chapter, shall be construed as follows:

"Best value" means the best value to the city based on all factors, including: cost, contractor's ability, capacity or skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if necessary.

"Bid" means a written offer, more formal than a quote, to furnish supplies, equipment, material, services or the construction of public works, in conformity with the specifications, delivery terms, and conditions required, at a guaranteed maximum cost.

"Bid bond" means financial security provided to guarantee that a bidder will enter into a contract with the city if a bid is awarded. It may be in the form of cash, cashier's check, certified check, or surety bond, in an amount not less than ten percent of the aggregate amount of the bid.

"Goods" means supplies, equipment, and materials, including any and all articles, things or personal property furnished to or used by the city department or agency.

“Informal Competitive Process” shall include collecting a minimum of three (3) written quotes from qualified vendors.

"Professional services" means work performed by architectural, landscape architectural, engineering, environmental, land surveying, construction project management, and specialized professional services such as financial, economic, accounting, legal, (or administrative matters) lobbying firms, and by other specially trained persons. The selection of persons or firms to provide such professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Price may be considered after making a determination based upon professional qualifications.

"Public works project" means any of the following: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; or (2) painting or repainting of any publicly owned, leased, or operated facility. A "public works project" does not include maintenance work. For purposes of this policy, "maintenance work" includes all of the following: (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; or (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher. (See Public Contract Code Section 22002).

"Purchase order (PO)" means a document memorializing a purchase or service transaction with a vendor and/or authorizing the payment of funds for a purchase or service.

"Quote" means a verbal or written promise from a vendor/contractor guaranteeing to provide certain goods, supplies, or services for a fixed price.

“Qualified Vendors” means vendors previously identified through an RFQ process. Qualified Vendors may also be identified as “on-call vendors”. Additionally, Qualified Vendors may be identified as vendors previously qualified through an RFP/RFQ process or who have conducted work previously for the city and are in good standing.

"Request for proposal" and "RFP" mean a solicitation for a competitive proposal that states the technical requirements for the services desired.

"Request for qualifications" and "RFQ" means a request seeking a written presentation of the professional qualifications and experience of a proposed contractor.

"Services" means the furnishing of labor, time or effort (sometimes parts are included) to perform or complete a designated task. Some examples of services include janitorial, landscaping, pest control, and refuse disposal. The emphasis is on physical, rather than professional/intellectual capabilities. Services do not include public works projects, utility services, insurance services, professional services, services rendered by city officers or employees, or another governmental agency, or contractual services which are in their nature unique or not subject to competition.

"Vendor" means a supplier of goods, services or professional services.

3.24.040 Purchasing officer.

The city manager, or designee, shall be the city's purchasing officer, and generally supervises the purchasing and contracting functions described in this chapter. A summary of purchases and warrants shall be posted on the City’s website at least quarterly. The purchasing officer, or designee, is responsible for the overall administration of the policies codified in this chapter.

3.24.600 Authorization limits and competitive bid requirements.

The following authorization limits shall apply to All purchases except Public Works Projects, which are covered by the Public Contract Code section 20161, et seq.

A. Micro-Purchases —$15,000 or Less.

1. Authority. A department manager, or designee, is authorized to purchase goods or services for an amount up to $15,000 if adequate funds have been appropriated by the city council in the budget.

2. Micro-purchases (as defined by 2 CFR § 200.67 & FAR 48 CFR Subpart 2.1) shall be completed using simplified acquisition procedures. Micro-purchases may be completed without soliciting competitive price or rate quotations, purchase card or Cal-cards may be used for micro-purchases. The current micro-purchase threshold is $15,000 and may be periodically adjusted for inflation by Federal Acquisition Regulation (FAR). Should an adjustment by FAR occur, the micro-purchase shall automatically be adjusted by the City without consideration of amendments to this chapter.

B. Open Market Purchases - $15,000 and up to $50,000.

1. Authority. A department head, or designee, is authorized to purchase goods or services for an amount up to $50,000 if adequate funds have been appropriated by the city council in the budget.

2. Open Market Purchases may be completed using the informal solicitation process for purchases of $15,000 and up to $50,000. Informal Solicitation Processes includes acquiring oral or written competitive price or rate quotations. A minimum of three oral or written quotes is preferred however, in some situations, it may not be possible to obtain three quotes. The vendor offering the best value shall be selected. If the lowest price quote is not selected, the department shall document in the file the basis for the selection of the vendor. The purchase officer, or designee, may waive the requirement for bid solicitation, if waiving the requirement is in the best interest

of the city. The reason for the waiver of any purchasing requirement must be documented and retained by the department.

C. Purchases —$50,000 and up to $100,000.

1. Authority. The city manager, or designee, is authorized to purchase goods or services for an amount up to $100,000, if adequate funds have been appropriated by the city council in the budget.

2. Informal competitive process. —For purchases of $50,000 and up to $100,000, the department must complete an informal competitive process, in the manner set forth in this chapter, informal requests for proposals. A contract will be fully executed with signatures by the selected vendor and the contract administrator. The contract will be in a standardized format approved by the city attorney, unless an exception is made by the city attorney, and will be attested by the city clerk. City council may waive this process if they find by resolution that it is in the best interest of the city to do so or in the case of an emergency purchase.

D. Purchases exceeding $100,000.

1. Authority. Purchases exceeding $100,000 must be approved by the city council. City council appropriation of funds is required prior to or concurrently with city council approval.

2. Formal Bids—Competitive Sealed Bids. For purchases of more than $100,000, the department must seek competitive sealed bids, in the manner set forth under in this chapter, formal bids—competitive sealed bid process. A contract for goods will be fully executed with signatures by the selected vendor and the manager, or designee. The contract will be in a standardized format approved by the city attorney, unless an exception is made by the city attorney, and will be attested by the city clerk. City council may waive the formal bidding requirement if they find by resolution that it is in the best interest of the city to do so or in the case of an emergency purchase.

E. Professional Services

1. The department using a professional may award a contract for services in accordance with the purchasing authorizations and limitations of this policy.

2. Authority. If adequate funds have been appropriated by the city council in the budget, department heads are authorized to procure professional services for an amount up to $50,000, and the city manager, or designee, is authorized to procure professional services for an amount up to $100,000. Professional services in excess of $100,000 require city council approval. Amendments to contracts which result in the total contract amount to exceed the authority of the city manager or designee shall require city council approval.

3. No Competitive Bid Process. For the procurement of professional services by a department head in an amount of $50,000 or less, no competitive bid process or request for proposals is required, but the department shall endeavor to procure services at the lowest cost commensurate with the quality needed. The department shall retain evidence of the organizations that were considered and the reason for choosing the selected organization. The city's terms and conditions shall be forwarded to selected vendor(s) for review and approval.

4. Informal Request for proposals. For procurement of professional services more than $50,000 and up to $100,000 by a department head, the department must perform an informal Request for proposals, in the manner set forth in this chapter. A contract for services will be fully executed with signatures by the selected vendor and the manager or designee. The contract for services will be in a standardized format approved by the city attorney, unless an exception is made by the city attorney, and will be attested by the city clerk. Any waiver of requirements included in this section shall be approved by the city council by resolution.

5. Authority. Purchases exceeding $100,000 must be approved by the city council. City council appropriation of funds is required prior to or concurrently with city council approval.

6. Formal Bids—Competitive Sealed Bids. For purchases of more than $100,000, the department must seek competitive sealed bids, in the manner set forth under in this chapter, formal bids—competitive sealed bid process. A contract for goods will be fully executed with signatures by the selected vendor and the manager, or designee. The contract will be in a standardized format approved by the city attorney, unless an exception is made by the city attorney, and will be attested by the city clerk. City council may waive the formal bidding requirement if they find by resolution that it is in the best interest of the city to do so or in the case of an emergency purchase.

F. Third Party Deposit Contracts.

1. Notwithstanding the above limits, the city manager, or designee, is authorized to execute a contract for professional services without city council approval if a third party, including but limited to a developer or utility company has deposited funds sufficient to cover the full amount of the contract with the city (as verified by the director of finance or designee and community development director or designee), and such funds are held in a deposit account that restricts the use of the funds to pay for city-managed professional services contracts. Any contract entered into pursuant to this paragraph shall be entered into in accordance with state law, city ordinances and adopted city policies, as applicable, including the same competitive process as would be required for a city-funded contract for professional services. The selection of a contractor to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Selection based upon price alone is prohibited; however, price is a factor that may be considered.

3.24.800 Formal bids—Competitive sealed bid process shall be used for purchases of more than $100,000, the limit for public works projects has been set forth in Chapter 3.26 Public Projects Bidding Procedures.

The formal bid (competitive sealed bid) process, shall proceed as described below:

A. Invitation and Notice. A bid invitation and the public notice inviting bids shall be issued and shall state the project to be done, including a general description of the work to be bid, where bidding forms and project documents, including final plans and specifications may be obtained, whether there will be a mandatory pre-bid conference, site visit, etc. Public notice of the invitation for bids shall be given at least fifteen (15) calendar days prior to the date set for the opening of bids. Such notice may include a publication in a newspaper of general circulation within ten (10) days prior to bid opening. The public notice and all invitations to bid shall state the place, date and time of bid opening and shall state the date and time by which the bids are due and that the bids should be submitted to the City Clerk or designee.

B. Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the noticed place and not earlier than the time designated in the invitation for bids. The tabulation of all bids received shall be open to public inspection after the bid opening.

C. Bid Evaluation and Acceptance. Bids received at or prior to the time set for bid opening shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated to determine the lowest responsive and responsible bidder. The process includes a determination of: (1) which bidder is the lowest monetary bidder; (2) whether the lowest monetary bidder submitted a responsive bid; and (3) whether or not the lowest monetary bidder is responsible.

1. To be responsive, the bid must conform to the material terms of the bid package. The requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life

cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids. City may waive any informality, irregularity, immaterial defects or technicalities in any response.

D. Correction or Withdrawal of Bids. Subject to any provisions of federal or state granting authorities to the contrary, correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, shall be in accordance with this section. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, no corrections to bid or provisions shall be permitted but, in lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if: (a) the mistake is clearly evident on the face of the bid document, or (b) the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids shall be supported by a written determination made by the city.

E. In addition to price, the lowest bidder must be a responsible bidder, meaning that the bidder must demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the contract. Factors to be considered may include performance history, reliable financial information, bonding and insurance capacity, public works experience, personnel, litigation history, the ability, capacity, and skill to perform the contract, experience to perform the contract, the bidder must have the facilities and financial resources necessary to perform the contract within the time specified, without delay or interference; and, the bidder must have a record of satisfactory performance of prior contracts and a record of compliance with laws and ordinances applicable to the contract.

1. If a responsive bidder who otherwise would have been awarded a contract is found to not be responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the city manager, or designee. The unreasonable failure of a bidder to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of the bidder not being responsible. A copy of the determination shall be sent promptly to the non-responsible bidder and shall be made part of the contract file.

F. Award. The contract shall be awarded to the lowest responsive and responsible bidder. The process of selecting the lowest bidder includes a determination of which bidder is the lowest monetary bidder, whether or not the lowest monetary bidder submitted a responsive bid, and whether or not the lowest monetary bidder is also a responsible bidder.

G. Cancellation of Invitations. An invitation for bids may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation. Each solicitation issued by the city shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part at the city's discretion with or without a showing of good cause.

H. Bonds.

1. The city may require a bid bond with any bid, or a performance bond before entering into a contract, in such amount as it finds reasonably necessary to protect the best interests of the city. The form and amount of any bond shall be described in the notice inviting bids.

3.24.801 Informal Requests for proposal—Competitive process shall be used for purchases of more than $50,000 and up to $100,000.

The informal request for proposal process is as follows:

A. Should a Qualified Vendors list be available for the service or products to be procured, a notice requesting proposals ("RFP") may be issued to qualified vendors and include a general description of the services or products to be procured, shall state the form of proposal and specifications and

the time and place for the delivery of proposals. Electronic notice of the informal RFP shall be given at least ten calendar days prior to the date set for the delivery of proposals.

B. If a Qualified Vendors list is not available, qualified vendors may be identified through online research, previous city contract work, referral from other departments or public agencies.

C. Evaluation Factors. The RFP shall identify all evaluation factors that will be used by the city, and the relative importance of the evaluation factors, including price.

D. Interviews with Responsible Vendors and Revisions to Proposals. The city may conduct interviews and negotiations with vendors whose proposals are responsive to the RFP, for the purpose of gaining full understanding of the proposal contents. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing vendors, or any information derived from proposals submitted by competing vendors.

E. Award. Award shall be made to the responsible vendor whose proposal is determined in writing to be the most advantageous to the city, taking into consideration the evaluation factors, including price, set forth in the RFP. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. Notwithstanding this provision, services identified in government code section 4525 are exempt from this criteria.

3.24.910 Request for proposal—Competitive sealed proposal process shall be used for the procurement of general or professional services in an amount more than $75,000, excepting legal services.

The request for proposal competitive sealed proposal process ("RFP" process) is as follows:

A. Request for Proposals and Notice. A notice requesting proposals ("RFP") shall be issued and shall include a general description of the services to be procured, shall state where proposal forms and specifications may be obtained and the time and place for the delivery of proposals. Public notice of the RFP shall be given at least ten calendar days prior to the date set for the delivery of proposals.

B. Evaluation Factors. The RFP shall identify all evaluation factors that will be used by the city, and the relative importance of the evaluation factors, including price.

C. Interviews with Responsible Vendors and Revisions to Proposals. The city may conduct interviews and negotiations with vendors whose proposals are responsive to the RFP, for the purpose of gaining full understanding of the proposal contents. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing vendors, or any information derived from proposals submitted by competing vendors.

D. Award. Award shall be made to the responsible vendor whose proposal is determined in writing to be the most advantageous to the city, taking into consideration the evaluation factors, including price, set forth in the RFP. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

E. Determination of Non-responsibility; Cancellation of Invitations; Bonds. The provisions set forth under Section 3.24.080.E., formal bids—competitive sealed bid process, relating to determination of non-responsibility, cancellation of invitations, and bonds (except labor and materials bonds), shall apply to the RFP process.

F. Requests for Qualifications. A request for qualifications ("RFQ") is a document used to gather information from multiple companies to generate a pool of prospects. This short-list identifies candidates which meet the desired qualifications. An RFQ shall include a general description of the

qualifications desired and the services to be procured, shall state where forms and further information may be obtained, and the time and place for the delivery of responses. Public notice of the RFQ shall be given at least ten calendar days prior to the date set for the delivery of responses.

3.24.100 Exceptions to formal and informal competitive process.

The solicitation and competitive processes identified in this chapter shall not apply in the following circumstances.

A. Sole or Limited Source (No Competitive Advantage by Soliciting Bids). A contract may be awarded without competition when the city determines in writing, after conducting a good faith review of available sources, that there is only one source for the required goods, service, or construction item. In addition, in limited and unique circumstances, competitive bidding and/or the RFP process is not required when it would be impossible, or not in the public interest. This exception may apply when the purchase is for: (1) a specialized technology product or service, (2) an addition to, or repair or maintenance of, existing equipment which can be more efficiently added to, repaired or maintained by a particular company or manufacturer, or (3) equipment which must be compatible with existing equipment, by reason of the training of the personnel or an inventory of existing replacement parts kept by the city. In the case of contracts of $100,000 or less, this determination shall be made by the city manager and, in the case of contracts in the amount of more than $100,000, this determination shall be made by the city council. The city manager or designee shall conduct negotiations, as appropriate, as to price, delivery, and terms. A statement of the basis for the sole source determination shall be provided to the city clerk along with the fully-executed contract.

C. Cooperative Purchasing/Procurement. The city is authorized to enter into cooperative purchasing/procurement arrangements with other governmental entities (i.e., joint power authorities) without separate competitive bidding by the city if a governmental agency has solicited bids and awarded a contract for the goods or services which the city desires to obtain, and participation in such a purchase is agreeable to the bidder awarded the contract and the city manager finds that participation in such group purchasing agreement is for the benefit of the city.

D. Piggyback Purchasing. Piggyback contracting occurs when one entity assigns the contractual rights it has in a contract to another. The city is authorized, without prior competitive bidding, to contract for the purchase of goods or procurement of services with vendors who have been awarded contracts by government agencies (such as other cities, counties, etc.), for the purchase of goods or services under the competitive processes applicable to the government agency, within the past three years. In the case of contracts of $100,000 or less, this determination shall be made by the city manager and, in the case of contracts in the amount of more than $100,000, this determination shall be made by the city council. A contract directly between the city and the vendor is required for the purchase of goods or the procurement of services rendered through a piggyback purchasing arrangement, unless otherwise approved by the city attorney.

3.24.110 Emergency Purchases.

Notwithstanding any other provisions of this chapter, the city may make emergency purchases of supplies, services, constructions items, etc. when there exists a threat to public health, welfare, or safety; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. A statement of the basis for the sole source determination shall be provided to the city clerk along with the fully executed contract. In the case of contracts or purchases less than $100,000, this determination shall be made by the city manager, and in the case of contacts or purchases in the amount of $100,000 or more, this determination shall be made retroactively by the city council.

3.24.115 Federal, State or Grant funded projects.

Any procurement made pursuant to a federal, state or grant award or subject to reimbursement, in whole or in part, must comply with the requirement stated in the funded award and the applicable federal procurement requirements, including 2 CFR § 200 and or 48 CFR § 31. In the event of any conflict between federal, state, or grant requirements, the most stringent requirement must be used.

3.24.120 Recycled Products.

Under existing state law enforced through CalRecycle, the city is required to purchase paper products and printing and writing papers that contain recycled content (at least 30 percent, by fiber weight, postconsumer fiber) when it is available at no greater cost than non-recycled products and if the fitness and quality are equal to non-recycled products. If possible and feasible, it is recommended to also select paper products that are recyclable. This practice applies to all paper products, including but not limited to printing paper, office paper, and janitorial paper products (toilet paper, paper towels, toilet seat covers, etc.). The city shall attempt to procure the highest postconsumer content practicable for other items including construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous, and other non-paper office products.

3.24.125 General requirements.

The following general policies shall apply.

A. Procurement of goods or services shall be made by written contract, purchase order or purchase request form unless purchased utilizing a city purchase card/Cal Card or unless otherwise directed by the purchasing officer. Contracts shall be in a form approved by the city attorney, unless an exception is made by the city attorney.

B. Insurance. A vendor of services or professional services is required to provide insurance certificates and endorsements. Generally, the types of insurance, amount of coverage, and policy endorsements shall be consistent with the recommendations of NCCSIF third party insurance administrators. The city attorney may waive or reduce the insurance requirements.

C. Structuring and Splitting. The structuring or splitting of the purchases or projects for the purpose of evading the provisions of this chapter is prohibited.

D. City Attorney Contract Review. The city attorney shall approve all contracts in excess of $10,000, including amendments to contracts, as to form and legality prior to the execution of the contract by the authorized city official. City attorney approval on change orders to public works projects is not required, but may be requested, at the discretion of the city manager or department head responsible for the public works project.

E. Multi-Year Contracts. Unless otherwise approved by the city council, a contract may be entered into for any period of time deemed to be in the best interest of the city; provided that the term of the contract and renewal provisions are included in the contract.

   1. Contracts may contain auto-renewal provisions, as approved by the city attorney. Funds must be appropriated prior to contract execution for the first fiscal year's obligation. The contract must allow the city to cancel the agreement without penalty if the city council does not appropriate funds after the first year of the contract.

   2. Notwithstanding contract extensions, prior to a contract renewal beyond the initial term, departments must conduct new bid, solicitation for quotes, or RFP process for the goods, services or professional services, excluding legal services and financial software. The city manager may authorize an exception to this re-bid requirement for good cause, which shall be documented and maintained by the department.

F. Encumbrance of Funds. Except in cases of emergency, or by order of the city council, purchase orders shall not be issued, unless there exists an unencumbered appropriation within the department's budget.

G. Recordkeeping. Each department is responsible for maintaining its own purchasing and contracting records, including RFP and bidding documentation, pursuant to the city's current record retention policy. Original wet signature or digitally signed contracts, along with a paper or electronic copy of RFP and bidding documentation, must be provided to the city clerk for safekeeping/recordkeeping purposes.

3.24.130 Disposition of surplus supplies, materials and equipment.

A. All city departments shall submit to the purchasing officer or designee, at such times and in such form as prescribed, reports showing all supplies, materials and equipment which are no longer needed, or which have become obsolete or worn out. The purchasing officer or designee shall have authority to sell all supplies, materials and equipment which cannot be used, or which have become unsuitable for city use, or to exchange the same for, or trade in the same on, new supplies, materials and equipment. The purchasing officer, or designee, has the authority to declare item(s) with a market value of less than $10,000 surplus. For items valued in excess of $10,000 as such sales shall be made by solicitation of informal bids/written offers for purchase. If there are no bids, the property may be sold at private sale, donated to charity, or disposed of in the manner most economically beneficial to the city.

B. The amount received for any property sold pursuant to this chapter shall be deposited in the general fund or other fund so designated by the purchasing officer.

C. Except as provided by state code, the purchasing officer shall determine the disposition of unclaimed or abandoned property in the possession of the police department.

D. Notwithstanding the foregoing, the public safety chief may allow the sale of a police officer's duty handgun to said officer at the time of his or her honorable retirement from city service, at the full replacement price of the handgun. The public safety chief shall determine an officer's standing with the city at the time of the officer's separation and will not permit the sale upon circumstances other than honorable retirement. No portion of this section shall supersede the officer's need to meet all legal requirements to possess a firearm. All transfer documents pertaining to the sale will be completed through a dealer in possession of a Federal Firearms License and all sale and transfer costs shall be paid by the retiring officer.

Notwithstanding the foregoing, the library may sell or trade surplus and donated library materials. For this purpose, "Library Materials: shall include, but not be limited to, books, magazines, newspapers, maps, audiocassettes, audio discs (CDs), videocassettes, video discs (DVDs), and video games. Funds from the sale of library materials shall be deposited in the library's miscellaneous revenue account and be used to purchase new library materials.

E. Prohibited Transactions - In accordance with Government Code section 1090, all members of the City Council, any other elected City officials, and the City Manager are prohibited from purchasing surplus City real or personal property. Staff members generally are eligible to buy surplus City real or personal property noticed for sale on the same terms and conditions as those offered to members of the public, except that any City employee who actively participated in determining an item's price, surplus status, or conditions of sale is prohibited from purchasing such items because the employee is deemed by law to have a prohibited interest in the sale. The City Manager, in consultation with legal counsel, will determine if an employee has a prohibited interest in an item of surplus property.

Article II. Acquisition and Disposition of Interests in Real Property

3.24.280 Leases of real property.

A. City-Owned Real Property. The city council shall be the authorizing authority for all leases and licenses of city-owned property. If consideration for a lease or license is in excess of $1,000 per year, the property shall be leased or licensed by means of competitive proposals unless the city council finds that an award without competitive proposals is in the best interests of the city. If competitive proposals are solicited for leases or licenses of city-owned property, the city shall have discretion to determine the proposal process and to determine the proposal which best meets the needs of the city, which may not necessarily be the highest priced proposal.

B. City Lease of Private Property.

1. Leases of private property by the city with a total lease amount of $100,000 or more shall be authorized by the council.
2. Leases of private property by the city with a total lease amount less than $100,000 may be authorized by the city manager.

3.24.290 Acquisition of real property.

The acquisition of real property, whether by negotiation, dedication, or eminent domain, shall be in accordance with state law.

3.24.300 Disposition of real property.

A. Procedures for the disposition of real property shall be in accordance with state law. In accordance with Section 65402(a) of the California Government Code, the council hereby determines that the provisions of that section shall not apply to:

1. The disposition of the remainder of a larger parcel which was acquired and used in part for street purposes;
2. Acquisitions, dispositions, or abandonments for street widening; or
3. Alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening or alignment projects are of a minor nature.

B. The report of the planning commission regarding the conformance of a capital improvement project with the general plan made pursuant to Section 65401 of the California Government Code shall also constitute the report required by Section 65402(a) of the California Government Code regarding each acquisition or disposition of real estate, street abandonment or vacation, or public building or structure included in that capital improvement project.

C. The disposition of real property shall be by competitive proposals unless the city council determines that disposition without competitive proposals is in the best interests of the city. If competitive proposals are solicited for the disposition of city-owned property, the city shall have discretion to determine the proposal process and to determine the proposal which best meets the needs of the city, which may not necessarily be the highest priced proposal.

CHAPTER 3.26 PUBLIC PROJECTS SUBJECT TO THE PUBLIC CONTRACT CODE

3.26.010 Uniform Public Construction Cost Accounting Act.

The city elects to be subject to the Uniform Public Construction Cost Accounting Act as set forth in Section 22000 et seq. of the Public Contract Code ("Act"), and the uniform construction cost accounting procedures. "Public project" shall have the meaning provided in Section 22002(c) of the Act, as that section may be amended from time to time. A public project shall not include maintenance work as provided in Section 22002(d) of the Act.

3.26.200 Prequalification of bidders.

This section is enacted pursuant to Section 20101 of the California Public Contract Code, which enables the city to establish a system for prequalification of prospective bidders on public works construction and maintenance projects. In addition, pursuant to the city's general police powers under California Constitution Article 11, Section 7, the city desires to apply this process to the award of public works maintenance contracts in order to ensure that bidders are qualified to perform city public works maintenance.

A. Prequalification of Bidders.

1. The city hereby establishes a system for prequalification of prospective bidders for public works construction and maintenance projects. The city may use the prequalification system identified in this section for any public works project.

2. The public works director is authorized to adopt and apply a uniform system of rating bidders for each project based on:

   a. The requirements of Section 20101 of the California Public Contract Code; and

   b. The model guidelines and standardized questionnaire created by the state of California Department of Industrial Relations, as modified at the city's discretion to address the needs of the particular project, or projects, to which they are to be applied.

   b. Notwithstanding the provisions of this section, the city may require prequalification of prospective bidders on any public works project or to engage in a program of prequalification of prospective bidders, on public works projects on a recurring basis as provided in Section 20101 of the California Public Contract Code.

3. If prequalification of prospective bidders is required for a particular project, the city shall determine which bidders are qualified to bid that project based upon the uniform system of rating bidders. If the city determines any bidder is not qualified to bid a project, a written or electronic notice will be provided that includes the basis for the determination and an identification of any supporting evidence therefor, and an opportunity for the bidder to appeal the determination. A copy of all prequalification determinations shall be filed with the city clerk at least ten days prior to the scheduled bid opening.

B. Appeals.

1. The appellant shall submit a written notice of appeal to the city clerk, along with a complete written description of all factual and legal bases for the appeal and accompanied by a fee in the amount established by resolution of the city council, no later than ten (10) days after the city has provided written notice of the determination. Should the appellant prevail in its appeal, the deposit shall be

returned to the appellant and the city shall bear the costs of the appeal. If the appellant does not prevail, the deposit shall be used to pay all costs associated with the appeal. If the deposit is insufficient to pay the entirety of the costs of the appeal, the appellant shall pay the remaining costs within thirty 30 days after the decision. Any failure by the appellant to timely pay any outstanding appeal costs, as required herein, shall be considered by the city in future prequalification proceedings.

2. Upon receipt of the request from the appellant, required deposit, and request for hearing, the hearing shall be conducted so that it is concluded no later than five (5) business days prior to the last date for the receipt of bids on the project or twenty (20) days following the city's receipt of the notice of appeal, whichever is sooner. The hearing shall be an informal process conducted by an arbitrator, who shall be an attorney experienced in public works and construction matters. The arbitrator may be selected by the mutual consent of the appellant and the city. If an agreement cannot be reached regarding the selection of the arbitrator, the appellant and the city shall each exchange a list of three arbitrators they would be willing to accept. In turn, beginning with the appellant, each party shall strike one name from the other party's list until only one name remains and that remaining person shall be the arbitrator. If the arbitrator selected is unavailable, the parties shall repeat the process until they succeed in selecting an available arbitrator.

3. At the hearing, the appellant and the city shall each be provided an opportunity to be represented by legal counsel and to present or rebut any evidence bearing upon the issues presented in the appeal. Each party shall bear his, her, its, or their own attorneys' fees, regardless of the outcome of the appeal.

4. The arbitrator shall consider relevant evidence presented during the hearing and provide a written decision on the appeal to the city, with a copy to the city clerk, and the appellant within one business day after the close of the hearing. The time identified in this section for providing the arbitrator's decision may be extended only by consent of the city and the appellant and such an extension shall not affect or require a delay in a scheduled time for opening of bids for any public works project. Failure by the arbitrator to render a timely decision shall be deemed a denial of the appeal.

5. The arbitrator's decision shall be final.

3.26.030 Public projects of $75,000 or less.

Public projects of $75,000 or less, or in such sum as may be authorized by California Public Contracts Code § 22032(a), may be performed by the employees of the city by force account, by negotiated contract or by purchase order.

3.26.400 Public projects of $220,000 or less.

Public projects of $220,000 or less, or in such sum as may be authorized by California Public Contracts Code § 22032(b), may be let to contract by informal procedures as set forth in Section 22034(a) of the Act to a list of qualified contractors.

1. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

2. The city council may delegate the authority to award informal contracts to the public works director, purchasing officer or city manager.

3. If all bids received are in excess of $220,000, the city council by passage of a resolution by a four-fifths vote, award the contract, at $235,000, or less, or in such sum as may be authorized by California Public Contracts Code § 22034(d), to the lowest responsible bidder, if it determines the cost estimate of the city was reasonable.

3.26.050 Public projects of more than $220,000.

Public projects of more than $220,000, or in such sum as may be authorized by California Public Contracts Code § 22032(c), shall, except as otherwise provided in the Act, be let to contract by formal bidding procedure.

3.26.060 In Cases of Emergency.

In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. Notice for bids to let contracts will not be given § 22035(a).

3.26.070 Rejection of Bids.

In its discretion, the city may reject any bids present in accordance with Section 22038.

STAFF REPORT

Item Number 13.C

SUBJECT:

Adopt a Resolution Authorizing City Staff to Approve the 2026 Independence Day Fireworks Show on July 4, 2026, and Fireworks Displays During Lincoln Potters' 2026 Season. (Doug Brown)

SUBMITTED BY: Doug Brown

DEPARTMENT: Parks & Recreation

DATE: April 28, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing City staff to approve the 2026 Independence Day Fireworks Show on July 4, 2026, funded by the Lincoln 4th of July Foundation. The resolution would also authorize fireworks displays funded by the Lincoln Potters on the following dates: May 23, 2026; May 30, 2026; June 13, 2026; and July 18, 2026.

All shows will take place at McBean Stadium and will use Pyro Spectaculars North, Inc. to provide pyrotechnic services.

BACKGROUND/INTRODUCTION:

Independence Day – The annual fireworks show held on July 4 has been a long-standing tradition in the City of Lincoln (City). The display is a premier event not only for Lincoln residents, but also for surrounding communities, and has become a cherished family tradition for many in the area.

Lincoln Potters – For several years, the Lincoln Potters have funded fireworks displays following select Friday and Saturday home games during their season. The Potters include these displays in their promotional calendar, as they add value to the game-day experience and enhance overall fan engagement. All Lincoln Potters fireworks displays must conclude by the 10:15 p.m. curfew.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution - Independence Day.docx

RESOLUTION 2026-XXX

A RESOLUTION AUTHORIZING STAFF APPROVAL OF FIREWORKS DISPLAYS BEING REQUESTED BY THE LINCOLN 4TH OF JULY FOUNDATION AND THE LINCOLN POTTERS.

WHEREAS, the Independence Day fireworks display is a premier event for not only the City of Lincoln, but for surrounding communities and has long been a family tradition for many Lincoln residents; and

WHEREAS, the Lincoln Potter fireworks displays add value to their product and enhance the overall fan experience; and

WHEREAS, all fireworks displays are fully funded by the applicants making the request; and

WHEREAS, all requests, prior to final approval, are being fully reviewed by a City staffed Special Events & Incidents Committee (SEI) which includes most divisions of public service, recreation, police, and fire in order to minimize impacts to the community and to maximize public safety.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lincoln hereby authorizes City staff to approve all fireworks displays being requested by the Lincoln 4th of July Committee and the Lincoln Potters.

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 13.D

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Concession Services Agreement with The Barking Bun for Operations at the Eleanor Carnesecca Softball Complex Within Foskett Regional Park. (Doug Brown)

SUBMITTED BY: Doug Brown

DEPARTMENT: Parks & Recreation

DATE: April 28, 2026

STAFF RECOMMENDATION:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a concession services agreement with The Barking Bun for operations at the Eleanor Carnesecca Softball Complex within Foskett Regional Park.

The agreement will be for a three (3) year term, beginning May 18, 2026 and ending May 20, 2029, with an option to renew for up to two additional years upon mutual agreement of both parties. The Barking Bun will pay the City fifteen percent (15%) of gross sales.

BACKGROUND/INTRODUCTION:
Since opening in 2007, the Eleanor Carnesecca Softball Complex has been one of the Sacramento region's premier destinations for baseball and softball tournaments. Concession services play an important role in enhancing the tournament experience for local residents and out-of-town visitors attending events at Foskett Regional Park.

Over the years, the City has contracted with third-party vendors to provide concession services. Past concessionaires have included Dugout Concessions (2007–2008), Beach Hut Deli (2009), Mi Ranchito Taqueria (2010), and Dave's Dawgs (2011–2024).

Due to restrictions resulting from the COVID-19 pandemic, tournaments were not held in 2020. Restrictions were gradually lifted in 2021, and full tournament operations resumed by the summer season. In spring 2022, shortly after the start of the tournament season, ownership of Dave's Dawgs changed. In spring 2024, the new owner passed away, and ownership transferred to the owner's husband.

In spring 2025, with the tournament season approaching, the City made several attempts to contact Dave's Dawgs to confirm concession services, but no response was received.

During this same period, Charles Lamb, owner of The Barking Bun, visited the Recreation

Department office to inquire about vendor opportunities at special events. Once it became clear that Dave's Dawgs would not be providing services for the 2025 tournament season, staff contacted Mr. Lamb and offered The Barking Bun the opportunity to serve as the concessionaire for the season.

The 2025 tournament season proved to be highly successful. With an expanded menu compared to previous vendors, concession sales were strong, and feedback from participants, attendees, and tournament organizers was overwhelmingly positive.

FISCAL IMPACT:
Annual General Fund revenue of approximately $10,000 to Fund 1000

ATTACHMENTS:
Resolution - Barking Bun.docx

Concession Services Agreement with Signature - The Barking Bun.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING A CONCESSION STAND USE AGREEMENT BETWEEN THE CITY OF LINCOLN AND THE BARKING BUN FOR OPERATIONS AT FOSKETT REGIONAL PARK

WHEREAS, The City of Lincoln ("City") owns and operates various public park facilities, including Foskett Regional Park located at 1911 Finney Way, Lincoln, California; and

WHEREAS, The City desires to provide food and beverage concession services to enhance the tournament experience for local residents and out of town visitors participating and attending baseball and softball tournaments hosted at Foskett Regional Park; and

WHEREAS, The Barking Bun ("Concessionaire") has expressed interest in operating a concession stand at Foskett Regional Park under the terms and conditions set forth in a Concession Stand Use Agreement; and

WHEREAS, The proposed Concession Stand Use Agreement establishes the responsibilities of the Concessionaire, including compliance with applicable health and safety regulations, operational standards, insurance requirements, and payment terms; and

WHEREAS, The City Council finds that entering into the Concession Stand Use Agreement with The Barking Bun is in the best interest of the public and supports the recreational and community programming goals of the City.

NOW THEREFORE BE IT RESOLVED:

Section 1. Approval of Agreement. The City Council hereby approves the Concession Stand Use Agreement between the City of Lincoln and The Barking Bun for operation of the concession stand at Foskett Regional Park, located at 1911 Finney Way.

Section 2. Authorization of City Manager. The City Council authorizes the City Manager, or designee, to execute the Agreement on behalf of the City, including any minor or non-substantive administrative changes consistent with the intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

CONCESSION SERVICES AGREEMENT

Between the City of Lincoln and The Barking Bun

This Concession Services Agreement ("Agreement") is made and entered into as of the **1st** day of **May, 2026**, by and between the City of Lincoln, a California municipal corporation ("City"), and The Barking Bun, a California business ("Concessionaire").

1. Premises and Location

The City grants the Concessionaire the right to provide concession services from the concession stand located within the Eleanor Carnesecca Softball Complex at Foskett Regional Park, located at 1911 Finney Way, Lincoln, CA 95648 ("Premises").

2. Purpose and Scope of Use

Concessionaire shall operate a mobile or temporary food and beverage concession stand at the Premises. This use shall be exclusive to the Concessionaire during all City-hosted baseball and softball tournaments. The Concessionaire is not authorized to operate outside of these events unless otherwise approved in writing by the City. Concessionaire shall not assign this Agreement or sublease, license, or otherwise transfer any interest in providing concession services from the concession stand on the Premises, in whole or in part, without the prior written consent of the City, which may be withheld in the City's sole discretion.

3. Term

This Agreement shall be in effect for a period of three (3) years from the effective date. The Agreement may be extended for one (1) additional term of two (2) years upon mutual written agreement of both parties at least 60 days prior to the expiration of the initial term.

4. Payment to the City

Concessionaire shall remit to the City fifteen percent (15%) of net sales from operations conducted under this Agreement.

- "Net sales" shall be defined as gross sales minus sales tax.
- Payments shall be made to the City within 15 days after the end of each month in which sales occurred.
- Monthly reports detailing gross and net sales shall accompany each payment.
- City shall have the right, upon at least forty-eight (48) hours' prior notice and during normal business hours, to inspect and audit Concessionaire's books, records, and accounts relating to operations under this Agreement.

5. Permits and Licenses

Concessionaire shall obtain and maintain all necessary health permits, business licenses, and other required approvals to operate the concession in compliance with federal, state, county, and local laws ("Permits and Approvals"). Maintaining such Permits and Approvals shall include but not be limited to maintaining a current and valid health permit issued by the Placer County Environmental Health Division, or such other applicable regulatory authority, and shall operate in full compliance with all applicable food safety laws and regulations. A copy of the current health permit shall be posted in a visible location within the concession area at all times during operations.

In the event Concessionaire receives an inspection score or rating that falls below the minimum satisfactory rating, Concessionaire shall immediately notify the City in writing and shall suspend operations until a re-inspection confirms compliance. The City reserves the right to require suspension of operations pending such re-inspection, regardless of whether Concessionaire has self-reported.

If Concessionaire's health permit is suspended, revoked, or subject to a closure order by any regulatory authority, Concessionaire shall immediately cease operations at the Premises and notify the City in writing within twenty-four (24) hours of such action. Operations shall not resume until Concessionaire provides the City with written evidence that the permit has been reinstated and all deficiencies remedied.

Failure to maintain a valid health permit, failure to timely notify the City of adverse inspection results or permit actions, or operation in violation of applicable food safety laws shall constitute a material breach of this Agreement. Upon such breach, the City may, in its sole discretion: (i) require immediate suspension of operations; (ii) terminate this Agreement upon written notice without the requirement of a cure period; and/or (iii) pursue any other remedies available at law or in equity.

6. Maintenance and Cleanliness

Concessionaire shall be responsible for maintaining the concession area and all equipment in a clean, orderly, and sanitary condition. All trash generated by the operation must be removed by the Concessionaire. Concessionaire shall be assessed a cleaning charge for any cleaning necessary beyond normal wear and tear.

7. Utilities

The City will be responsible for the cost of all utilities associated with the operation of the concession building including, but not limited to water, sewer, refuse and electricity.

8. Food and Beverage Concessions

The City retains the right, in its sole discretion, to prohibit the sale of any concession product it deems inappropriate. Alcoholic beverages may not be served without first obtaining City approval and an ABC Liquor License, and shall not be served at any youth event. The Concessionaire agrees that no merchandise will be sold in glass containers and that no unshelled nuts or seeds will be sold.

9. Signage

All signage must be approved by the City in advance of use.

10. City's Right of Access

The City retains the right to enter the Premises at any time for inspection, repairs, emergencies or any other reason related to park operations.

11. Concessionaire Employees

The Concessionaire shall have the sole right, at its own expense, to hire, supervise, discipline, and discharge such employees, agents, or volunteers as it deems necessary to operate the concession stand. All such individuals shall at all times be under the exclusive direction and control of the Concessionaire.

No employee, agent, or representative of the Concessionaire shall be deemed an employee, agent, or representative of the City for any purpose whatsoever. The Concessionaire shall be solely responsible for the conduct, actions, and omissions of its employees, agents, and representatives while engaged in activities under this Agreement.

The City reserves the right, in its sole discretion, to require the removal from the premises of any Concessionaire employee, agent, or representative whose conduct the City determines to be unsafe, inappropriate, disruptive, or otherwise inconsistent with the terms of this Agreement or the orderly operation of the facility. Upon such request, the Concessionaire shall immediately remove the individual and shall not permit that individual to return without the City's prior written approval.

12. Security

City assumes no responsibility for the loss and/or damage of any material, supplies or equipment owned by Concessionaire and brought onto City property.

13. Insurance

Concessionaire shall maintain general liability insurance in an amount not less than $1,000,000 per occurrence, naming the City of Lincoln as an additional insured. Proof of insurance shall be submitted to the City prior to beginning operations.

14. Indemnification

Concessionaire agrees to indemnify, defend (with counsel reasonably approved by the City), and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, liabilities, damages, demands, actions, losses and expenses, including attorneys' fees, arising out of or in any way related to Concessionaire's use or occupancy of the Premises except to the extent caused by the sole negligence or willful misconduct of the City.

15. Termination

This Agreement may be terminated by either party with 30 days written notice. The City may terminate immediately for cause, including but not limited to violation of laws, failure to make timely payments, or failure to maintain necessary permits or insurance.

16. Entire Agreement

- This Agreement constitutes the entire understanding between the parties.
- Amendments must be in writing and signed by both parties.
- California law governs this Agreement.
-Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Placer.

17. Written Notice

All notices or other communications required or permitted herein shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, and delivery receipt requested. If personally delivered, the date of delivery to the address of the person to receive such notice shall be the date of notice; If mailed, two (2) days after the date of posting by the United State Post Office shall be the date of notice.

TO CITY:	CITY OF LINCOLN Attn: CITY MANAGER 600 Sixth Street Lincoln, CA 95648
TO CONCESSIONAIRE:	THE BARKING BUN Attn: Charles Lamb

502 Pickering Court
Lincoln, CA 95648

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CITY OF LINCOLN,
a municipal corporation

By: _____
Name: Sean Scully, CITY MANAGER

Date: _____

CONCESSIONAIRE:

THE BARKING BUN,
a California business

By: Chad Lamb
Name: Charles Lamb, Owner

Date: 4/17/26

APPROVED AS TO FORM:

_____

STAFF REPORT

Item Number 13.E

SUBJECT: Receive and File the City of Lincoln Quarterly Treasurer's Report. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: Finance

DATE: April 28, 2026

STAFF RECOMMENDATION:
Receive the City's Unaudited Treasurers Report for previous calendar quarter in compliance with Government Code Government Codes 53600.3, 53607 & 53630 through 53683 and as outlined in the City's Investment Policy.

BACKGROUND/INTRODUCTION:

The City of Lincoln has four investment holdings:

- US Bank- Under the care of PFM Investment Management who under the direction of the City Manager and Finance Director direct investment activity in order to both comply with the city's investment policy, ensure fiscal sustainability and to maximize long-term earnings on behalf of the City. Funds in excess of the City's immediate cash needs and reserves on hand (held in LAIF) are invested with PFM, held by US Bank.
- OPEB Trust- A Section 115 Trust to fund the future retiree healthcare liability. Funds are currently invested with Public Agency Retirement Services (PARS), held by US Bank.
- PARS Pension – A Section 115 Trust to contribute to the Unfunded Pension Liability. Funds are currently invested with PARS, held by US Bank.
- LAIF- Managed by the California State Treasurer, the City keeps the majority of its pooled cash within the LAIF account. This investment is fully liquid and serves as the City's primary cash resource to cover City expenses in excess of funds held in the City's general checking account.

FINDINGS/ANALYSIS:

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

ATTACHMENTS:

Attachement A - Monthly Investment Activity Report.xlsx

Attachment B - US Bank Mar. 2026.PDF

Attachment C - PARS Pension.PDF

Attachment D - PARS OPEB.PDF

CITY OF LINCOLN Investment Accounts Activity as of the quarter end.

Investments	US Bank	OPEB PARS	Pension PARS	LAIF	Total
Beginning Balance	**$ 170,971,338.01**	**$ 20,552,904.24**	**$ 4,085,269.00**	**$ 25,224,284.17**	**$ 220,833,795.42**
Interest / Dividends Earned	671,747.85	55,432.24	11,058.70	-	738,238.79
Gains/(Losses) on Investment	294,660.60	-	-	-	294,660.60
Unrealized Gains/(Losses) on Investment	(2,120,598.80)	(963,114.71)	(190,789.66)	-	(3,274,503.17)
Net Accrued Income	(124,864.97)	152.00	25.20	-	(124,687.77)
Fees	(703.87)	(7,169.88)	(1,425.16)	-	(9,298.91)
Net Transfers	-	-	-	-	-
Balance as of 3/31/26	**$ 169,691,578.82**	**$ 19,638,203.89**	**$ 3,904,138.08**	**$ 25,224,284.17**	**$ 218,458,204.96**

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CITY OF LINCOLN

This statement is for the period from March 1, 2026 to March 31, 2026

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

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

000638155359126 S

CITY OF LINCOLN
ATTN: FINANCE DEPARTMENT
600 SIXTH STREET
LINCOLN, CA 95648

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CITY OF LINCOLN

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CITY OF LINCOLN

Period from March 1, 2026 to March 31, 2026

MARKET AND COST RECONCILIATION

	03/31/2026 MARKET	03/31/2026 BOOK VALUE
Beginning Market And Cost	**170,971,338.01**	**166,783,308.93**
Investment Activity		
Interest	671,747.85	671,747.85
Realized Gain/Loss	294,660.60	294,660.60
Change In Unrealized Gain/Loss	- 2,120,598.80	.00
Net Accrued Income (Current-Prior)	- 124,864.97	- 124,864.97
Total Investment Activity	**- 1,279,055.32**	**841,543.48**
Plan Expenses		
Trust Fees	- 703.87	- 703.87
Total Plan Expenses	**- 703.87**	**- 703.87**
Net Change In Market And Cost	**- 1,279,759.19**	**840,839.61**
Ending Market And Cost	**169,691,578.82**	**167,624,148.54**

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CITY OF LINCOLN

Period from March 1, 2026 to March 31, 2026

CASH RECONCILIATION

Beginning Cash	**- 387,454.93**
Investment Activity	
Interest	671,747.85
Cash Equivalent Purchases	- 3,866,672.67
Purchases	- 12,937,733.06
Cash Equivalent Sales	3,825,589.38
Sales/Maturities	12,264,265.42
Total Investment Activity	**- 42,803.08**
Plan Expenses	
Trust Fees	- 703.87
Total Plan Expenses	**- 703.87**
Net Change In Cash	**- 43,506.95**
Ending Cash	**- 430,961.88**

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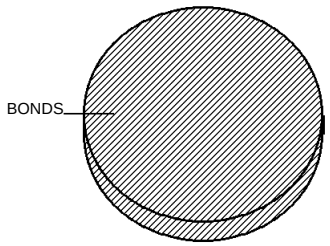
CITY OF LINCOLN

ASSET SUMMARY

ASSETS	03/31/2026 MARKET	03/31/2026 BOOK VALUE	% OF MARKET
Cash And Equivalents	- 8,322.23	- 8,322.23	0.00
U.S. Government Issues	101,410,783.05	99,649,750.12	59.76
Corporate Issues	64,619,448.76	64,324,074.91	38.08
Foreign Issues	2,587,914.50	2,576,891.00	1.52
Total Assets	**168,609,824.08**	**166,542,393.80**	**99.36**
Accrued Income	1,081,754.74	1,081,754.74	0.64
Grand Total	**169,691,578.82**	**167,624,148.54**	**100.00**

Estimated Annual Income **6,582,848.93**



ASSET SUMMARY MESSAGES

Asset percentages are calculated for positive market values only.

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

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CITY OF LINCOLN

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl Y 31846V203 Asset Minor Code 1	422,639.650	422,639.65 1.0000	422,639.65	.00 .00	1,808.57	3.27
Total Money Markets	**422,639.650**	**422,639.65**	**422,639.65**	**.00** **.00**	**1,808.57**	**3.26**
Cash						
Pending Cash		- 430,961.88	- 430,961.88			
Total Cash	**.000**	**- 430,961.88**	**- 430,961.88**	**.00** **.00**	**.00**	**0.00**
Total Cash And Equivalents	**422,639.650**	**- 8,322.23**	**- 8,322.23**	**.00** **.00**	**1,808.57**	**-165.97**
US Government Issues						
F N M A Gtd Remic 3.073% 6/25/27 Standard & Poors Rating: N/A Moodys Rating: N/A 3136AX7E9 Asset Minor Code 30	817,002.910	807,689.08 98.8600	763,865.81	43,823.27 - 1,488.83	2,092.21	3.11
F N M A Gtd Remic 2.966% 9/25/27 Standard & Poors Rating: N/A Moodys Rating: N/A 3136AY6X6 Asset Minor Code 30	1,066,276.310	1,053,385.03 98.7910	992,928.16	60,456.87 - 1,894.10	2,635.48	3.00

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CITY OF LINCOLN

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
F N M A Gtd Remic 4.184% 7/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3136BQDE6 Asset Minor Code 30	1,351,847.830	1,350,604.13 99.9080	1,328,929.78	21,674.35 - 14,063.30	4,713.44	4.19
F H L M C Mltcl Mtg 3.413% 12/25/26 Standard & Poors Rating: N/A Moodys Rating: N/A 3137BUX60 Asset Minor Code 30	760,891.640	756,721.95 99.4520	722,847.06	33,874.89 - 848.43	2,164.10	3.43
F H L M C Mltcl Mt 3.194% 7/25/27 Standard & Poors Rating: N/A Moodys Rating: Aaa 3137FAWS3 Asset Minor Code 30	885,000.000	875,645.55 98.9430	828,892.38	46,753.17 - 2,690.40	2,355.58	3.23
F H L M C Mltcl Mt 3.600% 1/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137F4D41 Asset Minor Code 30	993,268.100	984,020.77 99.0690	924,049.73	59,971.04 - 6,919.74	2,979.80	3.63
F H L M C Mltcl 4.819% 6/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HACX2 Asset Minor Code 30	1,500,000.000	1,516,755.00 101.1170	1,501,289.06	15,465.94 - 15,150.00	6,023.75	4.77
F H L M C Mltcl Mt 4.777% 6/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HAD45 Asset Minor Code 30	1,489,240.420	1,497,833.34 100.5770	1,489,203.16	8,630.18 - 3,343.70	5,928.40	4.75
F H L M C Mltcl Mtg 4.650% 8/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HAMH6 Asset Minor Code 30	1,500,000.000	1,515,120.00 101.0080	1,477,810.50	37,309.50 - 15,675.00	5,812.50	4.60

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
F H L M C Mltcl 4.740% 8/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HAQ74 Asset Minor Code 30	1,400,000.000	1,415,050.00 101.0750	1,369,289.60	45,760.40 - 15,358.00	5,530.00	4.69
F H L M C Mltcl 4.850% 9/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HAST4 Asset Minor Code 30	1,380,000.000	1,400,631.00 101.4950	1,336,001.46	64,629.54 - 15,469.80	5,577.50	4.78
F H L M C Mltcl Mtg 4.572% 12/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HBLV4 Asset Minor Code 30	1,095,000.000	1,104,504.60 100.8680	1,105,948.91	- 1,444.31 - 12,559.65	4,171.95	4.53
F H L M C Mltcl 5.069% 10/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HB3D4 Asset Minor Code 30	670,000.000	683,520.60 102.0180	668,063.03	15,457.57 - 8,107.00	2,830.19	4.97
F H L M C Mltcl Mtg 4.860% 10/25/28 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HB3G7 Asset Minor Code 30	1,055,000.000	1,071,436.90 101.5580	1,051,968.99	19,467.91 - 12,575.60	4,272.75	4.79
F H L M C Mltcl Mtg 5.180% 3/25/29 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HCKV3 Asset Minor Code 30	1,000,000.000	1,025,140.00 102.5140	1,009,570.31	15,569.69 - 13,720.00	4,316.67	5.05
F H L M C Mltcl Mtg 4.543% 7/25/29 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HDXL9 Asset Minor Code 30	1,370,000.000	1,383,782.20 101.0060	1,382,814.98	967.22 - 20,139.00	5,186.59	4.50

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
FHLMC Remic Series 4.508% 6/25/29 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HFNZ4 Asset Minor Code 30	535,000.000	539,836.40 100.9040	545,689.30	- 5,852.90 - 7,864.50	401.96	4.47
FHLMC Remic Series 4.410% 1/25/30 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HKXJ8 Asset Minor Code 30	535,000.000	538,177.90 100.5940	534,981.28	3,196.62 - 8,811.45	393.22	4.38
F H L M C Mltcl 4.340% 9/25/30 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HNNC8 Asset Minor Code 30	2,000,000.000	2,005,980.00 100.2990	2,007,890.63	- 1,910.63 - 1,910.63	.00	4.33
F H L M C Mltcl 4.421% 5/25/30 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HN6B9 Asset Minor Code 30	980,000.000	986,193.60 100.6320	994,669.62	- 8,476.02 - 16,709.00	3,610.48	4.39
F H L M C Mltcl 4.092% 11/25/30 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HPEX7 Asset Minor Code 30	890,000.000	882,657.50 99.1750	889,967.96	- 7,310.46 - 17,693.20	3,034.90	4.13
F H L M C Mltcl Mt 4.220% 12/25/30 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HPUA9 Asset Minor Code 30	1,500,000.000	1,498,245.00 99.8830	1,521,621.09	- 23,376.09 - 27,435.00	5,275.00	4.22
F H L M C Mltcl Mtg 4.070% 12/25/30 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HPU50 Asset Minor Code 30	1,415,000.000	1,401,670.70 99.0580	1,416,770.17	- 15,099.47 - 28,455.65	4,799.21	4.11

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
F H L M C Mltcl 0.00001% 1/25/31 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HQSP7 Asset Minor Code 30	840,000.000	827,601.60 98.5240	839,984.04	- 12,382.44 - 12,382.44	.00	0.00
U S Treasury Nt 0.500% 10/31/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CAU5 Asset Minor Code 21	4,000,000.000	3,796,400.00 94.9100	3,378,437.50	417,962.50 - 16,400.00	8,397.79	0.53
U S Treasury Nt 1.250% 3/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CBS9 Asset Minor Code 21	.000	.00 95.1020	.00	.00 - 74,460.94	.00	0.00
U S Treasury Nt 1.250% 5/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CCE9 Asset Minor Code 21	1,380,000.000	1,306,901.40 94.7030	1,199,144.53	107,756.87 - 9,756.60	5,781.59	1.32
U S Treasury Nt 1.250% 6/30/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CCH2 Asset Minor Code 21	450,000.000	425,322.00 94.5160	386,121.09	39,200.91 - 149,945.34	1,414.02	1.32
U S Treasury Nt 1.375% 12/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CDP3 Asset Minor Code 21	2,400,000.000	2,247,936.00 93.6640	2,113,500.00	134,436.00 - 22,680.00	8,227.40	1.47
U S Treasury Nt 2.375% 3/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CEE7 Asset Minor Code 21	3,000,000.000	2,877,300.00 95.9100	2,739,960.94	137,339.06 - 33,060.00	194.67	2.48

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 2.875% 4/30/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CEM9 Asset Minor Code 21	1,000,000.000	972,190.00 97.2190	956,757.81	15,432.19 - 11,950.00	12,071.82	2.96
U S Treasury Nt 2.750% 4/30/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CEN7 Asset Minor Code 21	.000	.00 98.9170	.00	.00 - 16,893.28	.00	0.00
U S Treasury Nt 3.250% 6/30/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CEV9 Asset Minor Code 21	1,000,000.000	981,840.00 98.1840	979,570.31	2,269.69 - 12,930.00	8,169.89	3.31
U S Treasury Nt 2.625% 7/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CFC0 Asset Minor Code 21	2,000,000.000	1,923,600.00 96.1800	1,915,312.50	8,287.50 - 25,700.00	8,701.66	2.73
U S Treasury Nt 3.875% 9/30/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CFL0 Asset Minor Code 21	3,000,000.000	3,000,240.00 100.0080	2,958,398.44	41,841.56 - 43,110.00	317.62	3.87
U S Treasury Nt 4.125% 9/30/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CFM8 Asset Minor Code 21	4,000,000.000	4,016,400.00 100.4100	4,065,578.13	- 49,178.13 - 14,590.93	452.05	4.11
U S Treasury Nt 4.000% 10/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CFT3 Asset Minor Code 21	2,715,000.000	2,725,805.70 100.3980	2,711,833.01	13,972.69 - 40,725.00	45,600.00	3.98

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 3.500% 1/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CGH8 Asset Minor Code 21	4,925,000.000	4,896,927.50 99.4300	4,846,025.40	50,902.10 - 37,479.25	28,570.44	3.52
U S Treasury Nt 3.500% 4/30/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CGZ8 Asset Minor Code 21	2,150,000.000	2,117,255.50 98.4770	2,137,318.36	- 20,062.86 - 34,593.50	31,629.81	3.55
U S Treasury Nt 3.750% 5/31/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CHF1 Asset Minor Code 21	3,550,000.000	3,528,380.50 99.3910	3,527,224.61	1,155.89 - 58,646.00	44,618.82	3.77
U S Treasury Nt 3.750% 6/30/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CHJ3 Asset Minor Code 21	2,750,000.000	2,732,180.00 99.3520	2,741,158.20	- 8,978.20 - 46,502.50	25,923.69	3.77
U S Treasury Nt 4.625% 9/30/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CJA0 Asset Minor Code 21	1,250,000.000	1,273,925.00 101.9140	1,269,433.59	4,491.41 - 14,112.50	157.96	4.54
U S Treasury Nt 4.875% 10/31/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CJF9 Asset Minor Code 21	2,115,000.000	2,168,953.65 102.5510	2,158,621.88	10,331.77 - 43,832.10	43,293.23	4.75
United States Treas 4.375% 11/30/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CJM4 Asset Minor Code 21	1,595,000.000	1,623,853.55 101.8090	1,644,719.14	- 20,865.59 - 35,910.90	23,388.22	4.30

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 4.000% 1/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CJW2 Asset Minor Code 21	4,200,000.000	4,219,026.00 100.4530	4,209,027.34	9,998.66 - 51,198.00	27,845.30	3.98
U S Treasury Nt 4.250% 2/28/31 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CKC4 Asset Minor Code 21	2,500,000.000	2,532,425.00 101.2970	2,546,582.03	- 14,157.03 - 14,157.03	9,239.13	4.20
U S Treasury Nt 4.375% 12/31/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CMD0 Asset Minor Code 21	4,100,000.000	4,169,331.00 101.6910	4,103,527.35	65,803.65 - 65,026.00	44,720.89	4.30
U S Treasury Nt 4.250% 1/31/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CMG3 Asset Minor Code 21	1,200,000.000	1,215,192.00 101.2660	1,216,171.87	- 979.87 - 19,308.00	8,453.04	4.20
U S Treasury Nt 3.875% 7/31/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CNN7 Asset Minor Code 21	1,550,000.000	1,547,396.00 99.8320	1,557,871.09	- 10,475.09 - 42,340.72	9,955.11	3.88
U S Treasury Nt 3.625% 9/30/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CPA3 Asset Minor Code 21	1,575,000.000	1,555,375.50 98.7540	1,569,401.36	- 14,025.86 - 27,688.50	155.99	3.67
U S Treasury Nt 3.750% 1/31/31 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CPW5 Asset Minor Code 21	2,450,000.000	2,429,126.00 99.1480	2,455,443.36	- 26,317.36 - 45,766.00	15,227.90	3.78

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 3.875% 3/31/31 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CQG9 Asset Minor Code 21	1,660,000.000	1,654,688.00 99.6800	1,656,109.38	- 1,421.38 - 1,421.38	.00	3.89
U S Treasury Nt 2.250% 8/15/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128282R0 Asset Minor Code 21	.000	.00 97.8910	.00	.00 - 76,290.54	5,244.30	0.00
U S Treasury Nt 2.250% 11/15/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128283F5 Asset Minor Code 21	3,510,000.000	3,422,671.20 97.5120	3,328,725.38	93,945.82 - 19,866.60	29,888.33	2.31
U S Treasury Nt 2.750% 2/15/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128283W8 Asset Minor Code 21	2,385,000.000	2,339,255.70 98.0820	2,247,720.70	91,535.00 - 17,243.55	8,153.14	2.80
U S Treasury Nt 3.125% 11/15/28 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128285M8 Asset Minor Code 21	3,850,000.000	3,782,933.00 98.2580	3,675,246.09	107,686.91 - 41,041.00	45,532.63	3.18
U S Treasury Nt 2.625% 2/15/29 Standard & Poors Rating: N/A Moodys Rating: Aa1 9128286B1 Asset Minor Code 21	2,900,000.000	2,805,750.00 96.7500	2,649,761.72	155,988.28 - 31,726.00	9,463.05	2.71
Total US Government Issues	**102,188,527.210**	**101,410,783.05**	**99,649,750.12**	**1,761,032.93** **- 1,477,616.58**	**594,895.17**	**3.56**

Corporate Issues

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Abbvie Inc 3.775% 3/03/28 Standard & Poors Rating: A- Moodys Rating: A2 00287YED7 Asset Minor Code 28	1,700,000.000	1,688,576.00 99.3280	1,700,323.00	- 11,747.00 - 13,668.00	4,813.13	3.80
Adobe Inc 4.950% 1/17/30 Standard & Poors Rating: A+ Moodys Rating: A1 00724PAJ8 Asset Minor Code 28	1,150,000.000	1,174,046.50 102.0910	1,148,240.50	25,806.00 - 14,869.50	11,701.25	4.85
Ally Auto 3.960% 3/15/30 Standard & Poors Rating: AAA Moodys Rating: N/A 02008KAC7 Asset Minor Code 31	315,000.000	314,666.10 99.8940	314,955.02	- 288.92 - 1,817.55	554.40	3.96
Alphabet Inc 3.875% 11/15/28 Standard & Poors Rating: AA+ Moodys Rating: Aa2 02079KAV9 Asset Minor Code 28	165,000.000	164,465.40 99.6760	164,858.10	- 392.70 - 1,737.45	2,575.26	3.89
Alphabet Inc 4.100% 11/15/30 Standard & Poors Rating: AA+ Moodys Rating: Aa2 02079KAW7 Asset Minor Code 28	1,600,000.000	1,589,088.00 99.3180	1,604,880.00	- 15,792.00 - 25,424.00	26,422.22	4.13
Amazon Com Inc 4.250% 3/13/31 Standard & Poors Rating: AA Moodys Rating: A1 023135DD5 Asset Minor Code 28	900,000.000	893,367.00 99.2630	898,560.00	- 5,193.00 - 5,193.00	1,912.50	4.28
American Express 4.009% 2/09/29 Standard & Poors Rating: A- Moodys Rating: A2 025816EN5 Asset Minor Code 28	575,000.000	571,325.75 99.3610	575,000.00	- 3,674.25 - 5,387.75	3,265.66	4.03

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
American Express 4.870% 5/15/28 Standard & Poors Rating: AAA Moodys Rating: N/A 02582JJZ4 Asset Minor Code 31	1,285,000.000	1,286,285.00 100.1000	1,283,845.51	2,439.49 - 1,413.50	2,781.31	4.87
American Express 4.300% 7/15/30 Standard & Poors Rating: AAA Moodys Rating: N/A 02582JKV1 Asset Minor Code 31	850,000.000	853,748.50 100.4410	849,877.52	3,870.98 - 9,120.50	1,624.44	4.28
Analog Devices Inc 1.700% 10/01/28 Standard & Poors Rating: A- Moodys Rating: A2 032654AU9 Asset Minor Code 28	500,000.000	470,465.00 94.0930	423,880.00	46,585.00 - 4,590.00	4,250.00	1.81
Analog Devices Inc 4.500% 6/15/30 Standard & Poors Rating: A- Moodys Rating: A2 032654BE4 Asset Minor Code 28	1,200,000.000	1,203,780.00 100.3150	1,206,732.00	- 2,952.00 - 23,412.00	15,900.00	4.49
Astrazeneca Finance 4.000% 3/02/31 Standard & Poors Rating: A+ Moodys Rating: A1 04636NAQ6 Asset Minor Code 28	1,510,000.000	1,483,771.30 98.2630	1,507,297.10	- 23,525.80 - 27,089.40	4,865.56	4.07
Bank Of America 4.790% 5/15/28 Standard & Poors Rating: AAA Moodys Rating: N/A 05522RDG0 Asset Minor Code 31	1,630,000.000	1,631,483.30 100.0910	1,624,651.56	6,831.74 - 1,809.30	3,470.09	4.79
Bank Of America 4.930% 5/15/29 Standard & Poors Rating: AAA Moodys Rating: Aaa 05522RDJ4 Asset Minor Code 31	1,260,000.000	1,273,028.40 101.0340	1,259,929.31	13,099.09 - 5,594.40	2,760.80	4.88

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Bmw US Cap LLC 5.050% 8/11/28 Standard & Poors Rating: A Moodys Rating: A2 05565ECE3 Asset Minor Code 28	700,000.000	709,093.00 101.2990	692,594.00	16,499.00 - 8,960.00	4,909.72	4.99
Bmw US Cap LLC 4.600% 8/13/27 Standard & Poors Rating: A Moodys Rating: A2 05565ECQ6 Asset Minor Code 28	945,000.000	947,768.85 100.2930	952,134.75	- 4,365.90 - 7,011.90	5,796.00	4.59
Bmw US Cap LLC 4.500% 8/11/30 Standard & Poors Rating: A Moodys Rating: A2 05565EDC6 Asset Minor Code 28	600,000.000	593,238.00 98.8730	599,814.00	- 6,576.00 - 14,754.00	3,750.00	4.55
BofA Auto Trust 20 4.350% 11/20/29 Standard & Poors Rating: N/A Moodys Rating: Aaa 05594BAD8 Asset Minor Code 31	225,000.000	225,641.25 100.2850	224,984.48	656.77 - 951.75	299.06	4.34
Bank Of America 5.740% 6/15/28 Standard & Poors Rating: N/A Moodys Rating: Aaa 06054YAC1 Asset Minor Code 31	677,864.080	683,266.66 100.7970	677,851.81	5,414.85 - 2,253.52	1,729.31	5.69
Bank New York Mtn 4.729% 4/20/29 Standard & Poors Rating: AA- Moodys Rating: Aa2 06405LAH4 Asset Minor Code 28	1,525,000.000	1,535,842.75 100.7110	1,527,836.50	8,006.25 - 15,173.75	14,223.12	4.70
Bank New York Mtn 4.026% 1/22/30 Standard & Poors Rating: A Moodys Rating: Aa3 06406RCG0 Asset Minor Code 28	405,000.000	400,945.95 98.9990	405,000.00	- 4,054.05 - 4,726.35	3,125.18	4.07

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Blackrock Funding 4.700% 3/14/29 Standard & Poors Rating: AA- Moodys Rating: Aa3 09290DAA9 Asset Minor Code 28	95,000.000	96,476.30 101.5540	94,828.05	1,648.25 - 1,031.70	210.85	4.63
Bmw Vehicle 4.850% 9/25/29 Standard & Poors Rating: AAA Moodys Rating: Aaa 096924AD7 Asset Minor Code 31	745,000.000	748,985.75 100.5350	744,926.62	4,059.13 - 3,099.20	602.21	4.82
Capital One Multi 4.420% 5/15/28 Standard & Poors Rating: AAA Moodys Rating: N/A 14041NGD7 Asset Minor Code 31	1,285,000.000	1,285,488.30 100.0380	1,267,632.42	17,855.88 - 1,040.85	2,524.31	4.42
Capital One Mlt 3.820% 9/16/30 Standard & Poors Rating: AAA Moodys Rating: N/A 14041NGF2 Asset Minor Code 31	935,000.000	929,352.60 99.3960	934,822.72	- 5,470.12 - 10,256.95	1,587.42	3.84
Capital One Prime 3.850% 7/15/30 Standard & Poors Rating: AAA Moodys Rating: N/A 14043YAD7 Asset Minor Code 31	525,000.000	522,317.25 99.4890	524,888.81	- 2,571.56 - 4,420.50	898.36	3.87
Caterpillar Mtn 4.375% 8/16/29 Standard & Poors Rating: A Moodys Rating: A2 14913UAQ3 Asset Minor Code 28	110,000.000	110,364.10 100.3310	109,701.90	662.20 - 1,845.80	2,205.73	4.36
Caterpillar Finl Mtn 4.150% 1/08/31 Standard & Poors Rating: A Moodys Rating: A2 14913UBH2 Asset Minor Code 28	205,000.000	203,081.20 99.0640	204,926.20	- 1,845.00 - 3,610.05	1,961.45	4.19

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cisco Sys Inc 4.850% 2/26/29 Standard & Poors Rating: AA- Moodys Rating: A1 17275RBR2 Asset Minor Code 28	1,000,000.000	1,018,310.00 101.8310	999,650.00	18,660.00 - 11,520.00	4,715.28	4.76
Citibank N A Sr 5.803% 9/29/28 Standard & Poors Rating: A+ Moodys Rating: Aa3 17325FBB3 Asset Minor Code 28	1,400,000.000	1,453,746.00 103.8390	1,392,580.00	61,166.00 - 12,502.00	451.34	5.59
Citibank N A 4.914% 5/29/30 Standard & Poors Rating: A+ Moodys Rating: Aa3 17325FBP2 Asset Minor Code 28	1,140,000.000	1,157,772.60 101.5590	1,146,954.00	10,818.60 - 19,847.40	18,984.42	4.84
Cummins Inc 4.250% 5/09/28 Standard & Poors Rating: A Moodys Rating: A2 231021AY2 Asset Minor Code 28	80,000.000	80,112.80 100.1410	79,944.00	168.80 - 701.60	1,341.11	4.24
John Deere Mtn 4.200% 3/10/31 Standard & Poors Rating: A Moodys Rating: A1 24422EYL7 Asset Minor Code 28	440,000.000	435,824.40 99.0510	439,903.20	- 4,078.80 - 4,078.80	1,078.00	4.24
Depository Tr Co 4.300% 3/27/29 Standard & Poors Rating: AA+ Moodys Rating: Aa1 249672AC0 Asset Minor Code 28	265,000.000	265,198.75 100.0750	264,689.95	508.80 508.80	126.61	4.30
Discover Card Exe 4.930% 6/15/28 Standard & Poors Rating: AAA Moodys Rating: Aaa 254683CZ6 Asset Minor Code 31	1,565,000.000	1,568,239.55 100.2070	1,565,733.59	2,505.96 - 1,924.95	3,429.09	4.92

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Ford Cr Auto Owner 3.910% 4/15/30 Standard & Poors Rating: N/A Moodys Rating: Aaa 34532BAG6 Asset Minor Code 31	620,000.000	617,991.20 99.6760	619,933.10	- 1,941.90 - 4,867.00	1,077.42	3.92
Ford Cr Auto Owner 4.050% 10/15/30 Standard & Poors Rating: AAA Moodys Rating: Aaa 34532WAD7 Asset Minor Code 31	610,000.000	608,048.00 99.6800	609,883.43	- 1,835.43 - 1,835.43	480.38	4.06
Ford Credit Auto 4.450% 10/15/29 Standard & Poors Rating: AAA Moodys Rating: Aaa 34535KAD0 Asset Minor Code 31	1,140,000.000	1,145,084.40 100.4460	1,139,889.19	5,195.21 - 7,581.00	2,254.67	4.43
Gm Financial Consume 4.280% 4/16/30 Standard & Poors Rating: AAA Moodys Rating: Aaa 362549AD9 Asset Minor Code 31	265,000.000	265,490.25 100.1850	264,960.99	529.26 - 1,563.50	472.58	4.27
Goldman Sachs Group 3.850% 1/26/27 Standard & Poors Rating: BBB+ Moodys Rating: A2 38141GWB6 Asset Minor Code 28	1,400,000.000	1,395,492.00 99.6780	1,353,009.00	42,483.00 - 4,004.00	9,731.94	3.86
Hsbc USA Inc 4.650% 6/03/28 Standard & Poors Rating: A- Moodys Rating: A2 40428HR95 Asset Minor Code 28	1,140,000.000	1,147,102.20 100.6230	1,139,959.20	7,143.00 - 12,118.20	17,375.50	4.62
Hershey Co 4.750% 2/24/30 Standard & Poors Rating: A Moodys Rating: A1 427866BL1 Asset Minor Code 28	1,230,000.000	1,249,434.00 101.5800	1,228,813.20	20,620.80 - 20,860.80	6,004.79	4.68

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Home Depot Inc 2.800% 9/14/27 Standard & Poors Rating: A Moodys Rating: A2 437076BT8 Asset Minor Code 28	1,400,000.000	1,375,990.00 98.2850	1,284,290.00	91,700.00 - 6,426.00	1,851.11	2.85
Honda At Rec Ow Tr 3.980% 6/17/30 Standard & Poors Rating: AAA Moodys Rating: N/A 43814XAD5 Asset Minor Code 31	640,000.000	636,684.80 99.4820	639,876.10	- 3,191.30 - 7,436.80	1,132.09	4.00
Honda Ar Owner Tr 4.158% 9/01/30 Standard & Poors Rating: N/A Moodys Rating: Aaa 43815CAD0 Asset Minor Code 31	375,000.000	371,891.25 99.1710	374,940.26	- 3,049.01 - 3,877.50	.00	4.19
Hyundai Auto 3.990% 9/16/30 Standard & Poors Rating: AAA Moodys Rating: N/A 44891XAD9 Asset Minor Code 31	665,000.000	663,357.45 99.7530	664,943.74	- 1,586.29 - 6,423.90	1,179.27	4.00
Hyundai Auto Rec 3.790% 2/18/31 Standard & Poors Rating: AAA Moodys Rating: N/A 448981AD2 Asset Minor Code 31	435,000.000	431,324.25 99.1550	434,970.64	- 3,646.39 - 4,798.05	732.73	3.82
Jpmorgan Chase Co 4.979% 7/22/28 Standard & Poors Rating: A Moodys Rating: A1 46647PEL6 Asset Minor Code 28	310,000.000	312,083.20 100.6720	310,000.00	2,083.20 - 2,033.60	2,958.36	4.95
Kenvue Inc 5.050% 3/22/28 Standard & Poors Rating: A Moodys Rating: A2 49177JAF9 Asset Minor Code 28	1,200,000.000	1,218,312.00 101.5260	1,228,812.00	- 10,500.00 - 10,392.00	1,515.00	4.97

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Lehman Brth Mtn Es 0.00001% 1/24/13 Standard & Poors Rating: N/A Moodys Rating: N/A 525ESCIB7 Asset Minor Code 28	1,000,000.000	100.00 .0100	1.00	99.00 - 450.00	.00	0.10
Mercedes Benz 4.500% 3/10/31 Standard & Poors Rating: A Moodys Rating: A2 58769JBM8 Asset Minor Code 28	1,040,000.000	1,026,916.80 98.7420	1,039,864.80	- 12,948.00 - 12,948.00	2,730.00	4.56
Mercedes Benz 4.780% 12/17/29 Standard & Poors Rating: N/A Moodys Rating: Aaa 58773DAD6 Asset Minor Code 31	1,000,000.000	1,007,790.00 100.7790	1,006,679.69	1,110.31 - 5,750.00	2,124.44	4.74
National Rural Mtn 4.800% 3/15/28 Standard & Poors Rating: A- Moodys Rating: A2 63743HFG2 Asset Minor Code 28	1,000,000.000	1,008,920.00 100.8920	1,015,470.00	- 6,550.00 - 10,190.00	2,133.33	4.76
National Secs 4.700% 5/20/30 Standard & Poors Rating: AA+ Moodys Rating: Aa1 637639AQ8 Asset Minor Code 28	1,200,000.000	1,211,064.00 100.9220	1,221,060.00	- 9,996.00 - 23,952.00	20,523.33	4.66
Natixis Ny C D 5.610% 9/18/26 63873QP65 Asset Minor Code 28	1,000,000.000	1,006,490.00 100.6490	1,000,000.00	6,490.00 - 1,830.00	30,387.50	5.57
Nissan Auto Lease 5.930% 3/15/28 Standard & Poors Rating: N/A Moodys Rating: Aaa 65480MAD5 Asset Minor Code 31	156,976.570	157,910.58 100.5950	156,944.70	965.88 - 332.86	413.72	5.89

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Northern Tr Corp Sr 4.000% 5/10/27 Standard & Poors Rating: A+ Moodys Rating: A2 665859AW4 Asset Minor Code 28	1,000,000.000	998,810.00 99.8810	1,009,660.00	- 10,850.00 - 4,600.00	15,666.67	4.00
Novartis Capital 4.100% 11/05/30 Standard & Poors Rating: AA- Moodys Rating: Aa3 66989HAY4 Asset Minor Code 28	1,780,000.000	1,760,170.80 98.8860	1,774,660.00	- 14,489.20 - 31,559.40	29,597.44	4.15
Pepsico Inc 4.600% 2/07/30 Standard & Poors Rating: A+ Moodys Rating: A1 713448GB8 Asset Minor Code 28	1,500,000.000	1,519,485.00 101.2990	1,492,275.00	27,210.00 - 22,830.00	10,350.00	4.54
Qualcomm Inc 4.500% 5/20/30 Standard & Poors Rating: A Moodys Rating: A2 747525BU6 Asset Minor Code 28	850,000.000	854,955.50 100.5830	853,570.00	1,385.50 - 11,985.00	13,918.75	4.47
Salesforce Inc 4.650% 3/15/29 Standard & Poors Rating: A+ Moodys Rating: A2 79466LAR5 Asset Minor Code 28	1,530,000.000	1,533,167.10 100.2070	1,529,663.40	3,503.70 3,503.70	3,557.25	4.64
Shell Fin US Inc 4.125% 11/06/30 Standard & Poors Rating: A+ Moodys Rating: Aa2 822905AN5 Asset Minor Code 28	350,000.000	346,566.50 99.0190	348,656.00	- 2,089.50 - 6,219.50	5,815.10	4.17
State Str Corp 4.834% 4/24/30 Standard & Poors Rating: A Moodys Rating: Aa3 857477DB6 Asset Minor Code 28	285,000.000	289,483.05 101.5730	285,000.00	4,483.05 - 4,104.00	6,008.26	4.76

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Texas Instruments 2.900% 11/03/27 Standard & Poors Rating: A+ Moodys Rating: Aa3 882508BC7 Asset Minor Code 28	1,100,000.000	1,082,114.00 98.3740	1,032,438.00	49,676.00 - 5,016.00	13,114.44	2.95
Totalenergies Cap 4.248% 1/13/31 Standard & Poors Rating: A+ Moodys Rating: Aa3 89158TAA7 Asset Minor Code 28	845,000.000	837,200.65 99.0770	845,000.00	- 7,799.35 - 15,370.55	7,777.38	4.29
Toyota Auto 4.230% 6/17/30 Standard & Poors Rating: AAA Moodys Rating: N/A 89231GAD0 Asset Minor Code 31	1,040,000.000	1,032,480.80 99.2770	1,039,880.40	- 7,399.60 - 11,419.20	1,955.20	4.26
Toyota Auto 4.770% 11/15/29 Standard & Poors Rating: AAA Moodys Rating: N/A 89231HAD8 Asset Minor Code 31	575,000.000	577,150.50 100.3740	574,967.05	2,183.45 - 3,214.25	1,219.00	4.75
Toyota Mtr Corp Mtn 4.800% 5/15/30 Standard & Poors Rating: A+ Moodys Rating: A1 89236TNJ0 Asset Minor Code 28	760,000.000	768,390.40 101.1040	759,133.60	9,256.80 - 15,815.60	13,781.33	4.75
Toyota Mtr Cr Mtn 4.050% 3/13/29 Standard & Poors Rating: A+ Moodys Rating: A1 89236TPQ2 Asset Minor Code 28	1,105,000.000	1,098,370.00 99.4000	1,104,602.20	- 6,232.20 - 6,232.20	2,237.63	4.07
Toyota Auto Rec Own 4.880% 3/15/29 Standard & Poors Rating: AAA Moodys Rating: N/A 89237QAD2 Asset Minor Code 31	600,255.120	604,126.77 100.6450	600,254.76	3,872.01 - 1,638.76	1,301.89	4.85

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Toyota Lease Owner 4.257% 6/20/30 Standard & Poors Rating: AAA Moodys Rating: N/A 89240MAE4 Asset Minor Code 31	850,000.000	840,046.50 98.8290	849,866.30	- 9,819.80 - 12,248.50	1,105.64	4.31
Truist Bk Sr Mtn 4.136% 10/23/29 Standard & Poors Rating: A Moodys Rating: A3 89788JAH2 Asset Minor Code 28	1,100,000.000	1,089,528.00 99.0480	1,096,194.00	- 6,666.00 - 11,869.00	19,967.69	4.18
Usaa Auto Owner 3.950% 12/17/29 Standard & Poors Rating: AAA Moodys Rating: Aaa 90327HAC3 Asset Minor Code 31	365,000.000	364,189.70 99.7780	364,967.95	- 778.25 - 2,398.05	640.78	3.96
Unitedhealth Group 3.700% 5/15/27 Standard & Poors Rating: A+ Moodys Rating: A2 91324PEG3 Asset Minor Code 28	1,230,000.000	1,222,324.80 99.3760	1,250,325.80	- 28,001.00 - 6,076.20	17,192.67	3.72
Volkswagen Auto Ln 4.500% 8/20/29 Standard & Poors Rating: N/A Moodys Rating: Aaa 92868MAD1 Asset Minor Code 31	940,000.000	945,170.00 100.5500	939,968.04	5,201.96 - 5,292.20	1,292.50	4.48
Walmart Inc 4.350% 4/28/30 Standard & Poors Rating: AA Moodys Rating: Aa2 931142FN8 Asset Minor Code 28	425,000.000	429,080.00 100.9600	424,264.75	4,815.25 - 5,027.75	7,857.19	4.31
Total Corporate Issues	**65,565,095.770**	**64,619,448.76**	**64,324,074.91**	**295,373.85** **- 599,411.72**	**440,280.16**	**4.40**

Foreign Issues

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cooperatieve Mtn 4.800% 1/09/29 Standard & Poors Rating: A+ Moodys Rating: Aa2 21688ABC5 Asset Minor Code 35	1,150,000.000	1,168,020.50 101.5670	1,149,241.00	18,779.50 - 13,512.50	12,573.33	4.73
National Australia 4.944% 1/12/28 Standard & Poors Rating: AA- Moodys Rating: Aa2 63253QAB0 Asset Minor Code 35	1,400,000.000	1,419,894.00 101.4210	1,427,650.00	- 7,756.00 - 13,790.00	15,189.07	4.87
National Mtn 3.905% 6/09/27 Standard & Poors Rating: AA- Moodys Rating: Aa2 63254ABE7 Asset Minor Code 35	.000	.00 99.7870	.00	.00 - 16,268.00	17,008.44	0.00
Total Foreign Issues	**2,550,000.000**	**2,587,914.50**	**2,576,891.00**	**11,023.50** **- 43,570.50**	**44,770.84**	**4.80**
Total Assets	**170,726,262.630**	**168,609,824.08**	**166,542,393.80**	**2,067,430.28** **- 2,120,598.80**	**1,081,754.74**	**3.91**
Accrued Income	**.000**	**1,081,754.74**	**1,081,754.74**			
Grand Total	**170,726,262.630**	**169,691,578.82**	**167,624,148.54**			

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ASSET DETAIL MESSAGES

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

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

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

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

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

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

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INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
422,639.650	First Am Govt Ob Fd Cl Y 31846V203		04/01/26	0.03	1,366.90	1,808.57	1,366.90	1,808.57
Total Cash And Equivalents					**1,366.90**	**1,808.57**	**1,366.90**	**1,808.57**
US Government Issues								
817,002.910	F N M A Gtd Remic 3.073% 6/25/27 3136AX7E9				2,087.96	2,099.19	2,094.94	2,092.21
1,066,276.310	F N M A Gtd Remic 2.966% 9/25/27 3136AY6X6				2,640.30	2,636.51	2,641.33	2,635.48
1,351,847.830	F N M A Gtd Remic 4.184% 7/25/28 3136BQDE6				4,710.60	4,716.98	4,714.14	4,713.44
760,891.640	F H L M C Mltcl Mtg 3.413% 12/25/26 3137BUX60				2,169.57	2,164.10	2,169.57	2,164.10
885,000.000	F H L M C Mltcl Mt 3.194% 7/25/27 3137FAWS3				2,355.58	2,355.58	2,355.58	2,355.58
993,268.100	F H L M C Mltcl Mt 3.600% 1/25/28 3137F4D41				2,986.31	2,979.80	2,986.31	2,979.80
1,500,000.000	F H L M C Mltcl 4.819% 6/25/28 3137HACX2				6,023.75	6,023.75	6,023.75	6,023.75
1,489,240.420	F H L M C Mltcl Mt 4.777% 6/25/28 3137HAD45				5,939.66	5,928.42	5,939.68	5,928.40
1,500,000.000	F H L M C Mltcl Mtg 4.650% 8/25/28 3137HAMH6				5,812.50	5,812.50	5,812.50	5,812.50
1,400,000.000	F H L M C Mltcl 4.740% 8/25/28 3137HAQ74				5,530.00	5,530.00	5,530.00	5,530.00
1,380,000.000	F H L M C Mltcl 4.850% 9/25/28 3137HAST4				5,577.50	5,577.50	5,577.50	5,577.50

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,095,000.000	F H L M C Mltcl Mtg 4.572% 12/25/28 3137HBLV4				4,171.95	4,171.95	4,171.95	4,171.95
670,000.000	F H L M C Mltcl 5.069% 10/25/28 3137HB3D4				2,830.19	2,830.19	2,830.19	2,830.19
1,055,000.000	F H L M C Mltcl Mtg 4.860% 10/25/28 3137HB3G7				4,272.75	4,272.75	4,272.75	4,272.75
1,000,000.000	F H L M C Mltcl Mtg 5.180% 3/25/29 3137HCKV3				4,316.67	4,316.67	4,316.67	4,316.67
1,370,000.000	F H L M C Mltcl Mtg 4.543% 7/25/29 3137HDXL9				5,186.59	5,186.59	5,186.59	5,186.59
535,000.000	FHLMC Remic Series 4.508% 6/25/29 3137HFNZ4				401.96	2,009.82	2,009.82	401.96
535,000.000	FHLMC Remic Series 4.410% 1/25/30 3137HKXJ8				393.22	1,966.13	1,966.13	393.22
980,000.000	F H L M C Mltcl 4.421% 5/25/30 3137HN6B9				3,610.48	3,610.48	3,610.48	3,610.48
890,000.000	F H L M C Mltcl 4.092% 11/25/30 3137HPEX7				3,034.90	3,034.90	3,034.90	3,034.90
1,500,000.000	F H L M C Mltcl Mt 4.220% 12/25/30 3137HPUA9				.00	5,099.17	- 175.83	5,275.00
1,415,000.000	F H L M C Mltcl Mtg 4.070% 12/25/30 3137HPU50				4,799.21	4,799.21	4,799.21	4,799.21
840,000.000	F H L M C Mltcl 0.00001% 1/25/31 3137HQSP7				.00	- 1,010.24	- 1,010.24	.00
4,000,000.000	U S Treasury Nt 0.500% 10/31/27 91282CAU5				6,685.08	1,712.71	.00	8,397.79
.000	U S Treasury Nt 1.250% 3/31/28 91282CBS9				4,358.52	86.02	4,444.54	.00

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,380,000.000	U S Treasury Nt 91282CCE9	1.250% 5/31/28			4,312.50	1,469.09	.00	5,781.59
450,000.000	U S Treasury Nt 91282CCH2	1.250% 6/30/28			4,143.65	1,123.96	3,853.59	1,414.02
2,400,000.000	U S Treasury Nt 91282CDP3	1.375% 12/31/28			5,424.66	2,802.74	.00	8,227.40
3,000,000.000	U S Treasury Nt 91282CEE7	2.375% 3/31/29			29,752.75	6,066.92	35,625.00	194.67
.000	U S Treasury Nt 91282CEF4	2.500% 3/31/27			11,483.52	75.54	11,559.06	.00
1,000,000.000	U S Treasury Nt 91282CEM9	2.875% 4/30/29			9,609.81	2,462.01	.00	12,071.82
.000	U S Treasury Nt 91282CEN7	2.750% 4/30/27			9,191.99	645.72	9,837.71	.00
1,000,000.000	U S Treasury Nt 91282CEV9	3.250% 6/30/29			5,386.74	2,783.15	.00	8,169.89
2,000,000.000	U S Treasury Nt 91282CFC0	2.625% 7/31/29			4,205.80	4,495.86	.00	8,701.66
3,000,000.000	U S Treasury Nt 91282CFL0	3.875% 9/30/29			48,543.96	9,898.66	58,125.00	317.62
4,000,000.000	U S Treasury Nt 91282CFM8	4.125% 9/30/27			103,068.49	17,960.48	120,576.92	452.05
2,715,000.000	U S Treasury Nt 91282CFT3	4.000% 10/31/29			36,300.00	9,300.00	.00	45,600.00
4,925,000.000	U S Treasury Nt 91282CGH8	3.500% 1/31/28			13,809.05	14,761.39	.00	28,570.44
2,150,000.000	U S Treasury Nt 91282CGZ8	3.500% 4/30/30			25,221.15	6,408.66	.00	31,629.81

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
3,550,000.000	U S Treasury Nt 91282CHF1	3.750% 5/31/30			33,281.25	11,337.57	.00	44,618.82
2,750,000.000	U S Treasury Nt 91282CHJ3	3.750% 6/30/30			17,092.54	8,831.15	.00	25,923.69
1,250,000.000	U S Treasury Nt 91282CJA0	4.625% 9/30/28			24,141.48	4,922.73	28,906.25	157.96
2,115,000.000	U S Treasury Nt 91282CJF9	4.875% 10/31/28			52,551.02	10,623.32	19,881.11	43,293.23
1,595,000.000	United States Treas 91282CJM4	4.375% 11/30/30			27,343.75	7,248.20	11,203.73	23,388.22
4,200,000.000	U S Treasury Nt 91282CJW2	4.000% 1/31/29			13,458.56	14,386.74	.00	27,845.30
2,500,000.000	U S Treasury Nt 91282CKC4	4.250% 2/28/31			.00	4,330.84	- 4,908.29	9,239.13
.000	U S Treasury Nt 91282CKE0	4.250% 3/15/27			36,957.98	221.30	37,179.28	.00
4,100,000.000	U S Treasury Nt 91282CMD0	4.375% 12/31/29			29,486.30	15,234.59	.00	44,720.89
1,200,000.000	U S Treasury Nt 91282CMG3	4.250% 1/31/30			4,085.64	4,367.40	.00	8,453.04
1,550,000.000	U S Treasury Nt 91282CNN7	3.875% 7/31/30			9,312.85	6,240.68	5,598.42	9,955.11
1,575,000.000	U S Treasury Nt 91282CPA3	3.625% 9/30/30			23,841.35	4,861.52	28,546.88	155.99
2,450,000.000	U S Treasury Nt 91282CPW5	3.750% 1/31/31			3,004.14	7,717.54	- 4,506.22	15,227.90
.000	U S Treasury Nt 9128282R0	2.250% 8/15/27			2,175.41	4,397.44	1,328.55	5,244.30

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
3,510,000.000	U S Treasury Nt 9128283F5	2.250% 11/15/27			23,125.28	6,763.05	.00	29,888.33
2,385,000.000	U S Treasury Nt 9128283W8	2.750% 2/15/28			2,536.53	5,616.61	.00	8,153.14
3,850,000.000	U S Treasury Nt 9128285M8	3.125% 11/15/28			35,229.63	10,303.00	.00	45,532.63
2,900,000.000	U S Treasury Nt 9128286B1	2.625% 2/15/29			2,944.06	6,518.99	.00	9,463.05
Total US Government Issues					**740,917.09**	**302,087.53**	**448,109.45**	**594,895.17**
Corporate Issues								
1,700,000.000	Abbvie Inc 00287YED7	3.775% 3/03/28			.00	4,813.13	.00	4,813.13
1,150,000.000	Adobe Inc 00724PAJ8	4.950% 1/17/30			6,957.50	4,743.75	.00	11,701.25
315,000.000	Ally Auto 02008KAC7	3.960% 3/15/30			554.40	1,039.50	1,039.50	554.40
165,000.000	Alphabet Inc 02079KAV9	3.875% 11/15/28			2,042.45	532.81	.00	2,575.26
1,600,000.000	Alphabet Inc 02079KAW7	4.100% 11/15/30			20,955.56	5,466.66	.00	26,422.22
900,000.000	Amazon Com Inc 023135DD5	4.250% 3/13/31			.00	1,912.50	.00	1,912.50
575,000.000	American Express 025816EN5	4.009% 2/09/29			1,344.69	1,920.97	.00	3,265.66
1,285,000.000	American Express 02582JJZ4	4.870% 5/15/28			2,781.31	5,214.96	5,214.96	2,781.31
850,000.000	American Express 02582JKV1	4.300% 7/15/30			1,624.44	3,045.83	3,045.83	1,624.44

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
500,000.000	Analog Devices Inc 1.700% 10/01/28 032654AU9				3,541.67	708.33	.00	4,250.00
1,200,000.000	Analog Devices Inc 4.500% 6/15/30 032654BE4				11,400.00	4,500.00	.00	15,900.00
1,510,000.000	Astrazeneca Finance 4.000% 3/02/31 04636NAQ6				.00	4,865.56	.00	4,865.56
1,630,000.000	Bank Of America 4.790% 5/15/28 05522RDG0				3,470.09	6,506.42	6,506.42	3,470.09
1,260,000.000	Bank Of America 4.930% 5/15/29 05522RDJ4				2,760.80	5,176.50	5,176.50	2,760.80
700,000.000	Bmw US Cap LLC 5.050% 8/11/28 05565ECE3				1,963.89	2,945.83	.00	4,909.72
945,000.000	Bmw US Cap LLC 4.600% 8/13/27 05565ECQ6				2,173.50	3,622.50	.00	5,796.00
600,000.000	Bmw US Cap LLC 4.500% 8/11/30 05565EDC6				1,500.00	2,250.00	.00	3,750.00
225,000.000	BofA Auto Trust 20 4.350% 11/20/29 05594BAD8				299.06	815.63	815.63	299.06
677,864.080	Bank Of America 5.740% 6/15/28 06054YAC1				1,895.98	3,388.29	3,554.96	1,729.31
1,525,000.000	Bank New York Mtn 4.729% 4/20/29 06405LAH4				8,213.35	6,009.77	.00	14,223.12
405,000.000	Bank New York Mtn 4.026% 1/22/30 06406RCG0				1,766.41	1,358.77	.00	3,125.18
95,000.000	Blackrock Funding 4.700% 3/14/29 09290DAA9				2,071.26	372.09	2,232.50	210.85
745,000.000	Bmw Vehicle 4.850% 9/25/29 096924AD7				602.21	2,831.00	2,831.00	602.21

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,285,000.000	Capital One Multi 4.420% 5/15/28 14041NGD7				2,524.31	4,733.08	4,733.08	2,524.31
935,000.000	Capital One Mlt 3.820% 9/16/30 14041NGF2				1,587.42	2,976.42	2,976.42	1,587.42
525,000.000	Capital One Prime 3.850% 7/15/30 14043YAD7				898.35	1,684.38	1,684.37	898.36
110,000.000	Caterpillar Mtn 4.375% 8/16/29 14913UAQ3				1,804.69	401.04	.00	2,205.73
205,000.000	Caterpillar Finl Mtn 4.150% 1/08/31 14913UBH2				1,252.49	708.96	.00	1,961.45
1,000,000.000	Cisco Sys Inc 4.850% 2/26/29 17275RBR2				673.61	4,041.67	.00	4,715.28
1,400,000.000	Citibank N A Sr 5.803% 9/29/28 17325FBB3				34,302.18	6,770.16	40,621.00	451.34
1,140,000.000	Citibank N A 4.914% 5/29/30 17325FBP2				14,316.12	4,668.30	.00	18,984.42
80,000.000	Cummins Inc 4.250% 5/09/28 231021AY2				1,057.78	283.33	.00	1,341.11
440,000.000	John Deere Mtn 4.200% 3/10/31 24422EYL7				.00	1,078.00	.00	1,078.00
265,000.000	Depository Tr Co 4.300% 3/27/29 249672AC0				.00	126.61	.00	126.61
1,565,000.000	Discover Card Exe 4.930% 6/15/28 254683CZ6				3,429.09	6,429.54	6,429.54	3,429.09
620,000.000	Ford Cr Auto Owner 3.910% 4/15/30 34532BAG6				1,077.42	2,020.17	2,020.17	1,077.42
610,000.000	Ford Cr Auto Owner 4.050% 10/15/30 34532WAD7				.00	480.38	.00	480.38

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,140,000.000	Ford Credit Auto 34535KAD0	4.450% 10/15/29			2,254.67	4,227.50	4,227.50	2,254.67
265,000.000	Gm Financial Consume 362549AD9	4.280% 4/16/30			514.54	903.21	945.17	472.58
1,400,000.000	Goldman Sachs Group 38141GWB6	3.850% 1/26/27			5,240.28	4,491.66	.00	9,731.94
1,140,000.000	Hsbc USA Inc 40428HR95	4.650% 6/03/28			12,958.00	4,417.50	.00	17,375.50
1,230,000.000	Hershey Co 427866BL1	4.750% 2/24/30			1,136.04	4,868.75	.00	6,004.79
1,400,000.000	Home Depot Inc 437076BT8	2.800% 9/14/27			18,184.44	3,266.67	19,600.00	1,851.11
640,000.000	Honda At Rec Ow Tr 43814XAD5	3.980% 6/17/30			1,132.09	2,122.67	2,122.67	1,132.09
375,000.000	Honda Ar Owner Tr 43815CAD0	4.158% 9/01/30			.00	1,299.38	1,299.38	.00
665,000.000	Hyundai Auto 44891XAD9	3.990% 9/16/30			1,179.27	2,211.13	2,211.13	1,179.27
435,000.000	Hyundai Auto Rec 448981AD2	3.790% 2/18/31			595.35	1,373.87	1,236.49	732.73
310,000.000	Jpmorgan Chase Co 46647PEL6	4.979% 7/22/28			1,672.11	1,286.25	.00	2,958.36
1,200,000.000	Kenvue Inc 49177JAF9	5.050% 3/22/28			26,765.00	5,050.00	30,300.00	1,515.00
1,040,000.000	Mercedes Benz 58769JBM8	4.500% 3/10/31			.00	2,730.00	.00	2,730.00
1,000,000.000	Mercedes Benz 58773DAD6	4.780% 12/17/29			2,124.44	3,983.33	3,983.33	2,124.44

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,000,000.000	National Rural Mtn 4.800% 3/15/28 63743HFG2				22,133.33	4,000.00	24,000.00	2,133.33
1,200,000.000	National Secs 4.700% 5/20/30 637639AQ8				15,823.33	4,700.00	.00	20,523.33
1,000,000.000	Natixis Ny C D 5.610% 9/18/26 63873QP65				25,556.67	4,830.83	.00	30,387.50
156,976.570	Nissan Auto Lease 5.930% 3/15/28 65480MAD5				466.78	822.15	875.21	413.72
1,000,000.000	Northern Tr Corp Sr 4.000% 5/10/27 665859AW4				12,333.33	3,333.34	.00	15,666.67
1,780,000.000	Novartis Capital 4.100% 11/05/30 66989HAY4				23,515.78	6,081.66	.00	29,597.44
1,500,000.000	Pepsico Inc 4.600% 2/07/30 713448GB8				4,600.00	5,750.00	.00	10,350.00
850,000.000	Qualcomm Inc 4.500% 5/20/30 747525BU6				10,731.25	3,187.50	.00	13,918.75
.000	Roche Holdings Inc 2.314% 3/10/27 771196BV3				16,487.25	96.42	16,583.67	.00
1,530,000.000	Salesforce Inc 4.650% 3/15/29 79466LAR5				.00	3,557.25	.00	3,557.25
.000	Charles Schwab Corp 2.450% 3/03/27 808513BY0				10,296.81	57.84	10,354.65	.00
350,000.000	Shell Fin US Inc 4.125% 11/06/30 822905AN5				4,611.98	1,203.12	.00	5,815.10
285,000.000	State Str Corp 4.834% 4/24/30 857477DB6				4,860.18	1,148.08	.00	6,008.26
1,100,000.000	Texas Instruments 2.900% 11/03/27 882508BC7				10,456.11	2,658.33	.00	13,114.44

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
845,000.000	Totalenergies Cap 4.248% 1/13/31 89158TAA7				4,786.08	2,991.30	.00	7,777.38
1,040,000.000	Toyota Auto 4.230% 6/17/30 89231GAD0				1,955.20	3,328.00	3,328.00	1,955.20
575,000.000	Toyota Auto 4.770% 11/15/29 89231HAD8				1,219.00	2,079.58	2,079.58	1,219.00
760,000.000	Toyota Mtr Corp Mtn 4.800% 5/15/30 89236TNJ0				10,741.33	3,040.00	.00	13,781.33
1,105,000.000	Toyota Mtr Cr Mtn 4.050% 3/13/29 89236TPQ2				.00	2,237.63	.00	2,237.63
600,255.120	Toyota Auto Rec Own 4.880% 3/15/29 89237QAD2				1,489.67	2,313.22	2,501.00	1,301.89
850,000.000	Toyota Lease Owner 4.257% 6/20/30 89240MAE4				.00	4,121.02	3,015.38	1,105.64
1,100,000.000	Truist Bk Sr Mtn 4.136% 10/23/29 89788JAH2				16,176.36	3,791.33	.00	19,967.69
365,000.000	Usaa Auto Owner 3.950% 12/17/29 90327HAC3				640.78	1,201.46	1,201.46	640.78
1,230,000.000	Unitedhealth Group 3.700% 5/15/27 91324PEG3				13,400.17	3,792.50	.00	17,192.67
940,000.000	Volkswagen Auto Ln 4.500% 8/20/29 92868MAD1				1,292.50	3,525.00	3,525.00	1,292.50
425,000.000	Walmart Inc 4.350% 4/28/30 931142FN8				6,316.56	1,540.63	.00	7,857.19
Total Corporate Issues					**434,488.71**	**228,062.95**	**222,271.50**	**440,280.16**
Foreign Issues								
1,150,000.000	Cooperatieve Mtn 4.800% 1/09/29 21688ABC5				7,973.33	4,600.00	.00	12,573.33

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,400,000.000	National Australia 4.944% 1/12/28 63253QAB0				9,421.07	5,768.00	.00	15,189.07
.000	National Mtn 3.905% 6/09/27 63254ABE7				12,452.61	4,555.83	.00	17,008.44
Total Foreign Issues					**29,847.01**	**14,923.83**	**.00**	**44,770.84**
Grand Total					**1,206,619.71**	**546,882.88**	**671,747.85**	**1,081,754.74**

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INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
Ally Auto 3.960% 3/15/30 02008Kac7		
03/16/2026	Ally Auto 3.960% 3/15/30 $0.00330/Pv On 315,000.00 Pv Due 3/15/26	1,039.50
American Express 4.300% 7/15/30 02582Jkv1		
03/16/2026	American Express 4.300% 7/15/30 $0.00358/Pv On 850,000.00 Pv Due 3/15/26	3,045.83
American Express 4.870% 5/15/28 02582Jjz4		
03/16/2026	American Express 4.870% 5/15/28 $0.00406/Pv On 1,285,000.00 Pv Due 3/15/26	5,214.96
Bank Of America 4.790% 5/15/28 05522Rdg0		
03/16/2026	Bank Of America 4.790% 5/15/28 $0.00399/Pv On 1,630,000.00 Pv Due 3/15/26	6,506.42
Bank Of America 4.930% 5/15/29 05522Rdj4		
03/16/2026	Bank Of America 4.930% 5/15/29 $0.00411/Pv On 1,260,000.00 Pv Due 3/15/26	5,176.50
Bank Of America 5.740% 6/15/28 06054Yac1		
03/16/2026	Bank Of America 5.740% 6/15/28 $0.00478/Pv On 743,196.23 Pv Due 3/15/26	3,554.96
Blackrock Funding 4.700% 3/14/29 09290Daa9		
03/16/2026	Blackrock Funding 4.700% 3/14/29 0.0235 USD/$1 Pv On 95,000 Par Value Due 3/14/26	2,232.50

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Bmw Vehicle 4.850% 9/25/29 096924Ad7		
03/25/2026	Bmw Vehicle 4.850% 9/25/29 $0.00380/Pv On 745,000.00 Pv Due 3/25/26	2,831.00
BofA Auto Trust 20 4.350% 11/20/29 05594Bad8		
03/20/2026	BofA Auto Trust 20 4.350% 11/20/29 0.003625 USD/$1 Pv On 225,000 Par Value Due 3/20/26	815.63
Capital One Mlt 3.820% 9/16/30 14041Ngf2		
03/16/2026	Capital One Mlt 3.820% 9/16/30 $0.00318/Pv On 935,000.00 Pv Due 3/15/26	2,976.42
Capital One Multi 4.420% 5/15/28 14041Ngd7		
03/16/2026	Capital One Multi 4.420% 5/15/28 $0.00368/Pv On 1,285,000.00 Pv Due 3/15/26	4,733.08
Capital One Prime 3.850% 7/15/30 14043Yad7		
03/16/2026	Capital One Prime 3.850% 7/15/30 $0.00321/Pv On 525,000.00 Pv Due 3/15/26	1,684.37
Charles Schwab Corp 2.450% 3/03/27 808513By0		
03/02/2026	Received Accrued Interest On Sale Of Charles Schwab Corp 2.450% 3/03/27 Income Credit 10,354.65 USD	10,354.65
Citibank N A Sr 5.803% 9/29/28 17325Fbb3		
03/30/2026	Citibank N A Sr 5.803% 9/29/28 0.029015 USD/$1 Pv On 1,400,000 Par Value Due 3/29/26	40,621.00

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Discover Card Exe 4.930% 6/15/28 254683CZ6		
03/16/2026	Discover Card Exe 4.930% 6/15/28 $0.00411/Pv On 1,565,000.00 Pv Due 3/15/26	6,429.54
F H L M C Mltcl 4.092% 11/25/30 3137Hpex7		
03/25/2026	F H L M C Mltcl 4.092% 11/25/30 $0.00341/Pv On 890,000.00 Pv Due 3/25/26	3,034.90
F H L M C Mltcl 4.421% 5/25/30 3137Hn6B9		
03/25/2026	F H L M C Mltcl 4.421% 5/25/30 $0.00368/Pv On 980,000.00 Pv Due 3/25/26	3,610.48
F H L M C Mltcl 4.740% 8/25/28 3137Haq74		
03/25/2026	F H L M C Mltcl 4.740% 8/25/28 $0.00395/Pv On 1,400,000.00 Pv Due 3/25/26	5,530.00
F H L M C Mltcl 4.819% 6/25/28 3137Hacx2		
03/25/2026	F H L M C Mltcl 4.819% 6/25/28 $0.00402/Pv On 1,500,000.00 Pv Due 3/25/26	6,023.75
F H L M C Mltcl 4.850% 9/25/28 3137Hast4		
03/25/2026	F H L M C Mltcl 4.850% 9/25/28 $0.00404/Pv On 1,380,000.00 Pv Due 3/25/26	5,577.50
F H L M C Mltcl 5.069% 10/25/28 3137Hb3D4		
03/25/2026	F H L M C Mltcl 5.069% 10/25/28 $0.00422/Pv On 670,000.00 Pv Due 3/25/26	2,830.19
F H L M C Mltcl 0.00001% 1/25/31 3137Hqsp7		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
03/12/2026	Paid Accrued Interest On Purchase Of F H L M C Mltcl 0.00001% 1/25/31 Income Debit 1,010.24- USD	- 1,010.24
F H L M C Mltcl Mt 3.194% 7/25/27 3137Faws3		
03/25/2026	F H L M C Mltcl Mt 3.194% 7/25/27 $0.00266/Pv On 885,000.00 Pv Due 3/25/26	2,355.58
F H L M C Mltcl Mt 3.600% 1/25/28 3137F4D41		
03/25/2026	F H L M C Mltcl Mt 3.600% 1/25/28 $0.00300/Pv On 995,435.48 Pv Due 3/25/26	2,986.31
F H L M C Mltcl Mt 4.220% 12/25/30 3137Hpua9		
03/02/2026	Paid Accrued Interest On Purchase Of F H L M C Mltcl Mt 4.220% 12/25/30 Income Debit 175.83- USD	- 175.83
F H L M C Mltcl Mt 4.777% 6/25/28 3137Had45		
03/25/2026	F H L M C Mltcl Mt 4.777% 6/25/28 $0.00398/Pv On 1,492,069.18 Pv Due 3/25/26	5,939.68
F H L M C Mltcl Mtg 3.413% 12/25/26 3137Bux60		
03/25/2026	F H L M C Mltcl Mtg 3.413% 12/25/26 $0.00284/Pv On 762,814.64 Pv Due 3/25/26	2,169.57
F H L M C Mltcl Mtg 4.070% 12/25/30 3137Hpu50		
03/25/2026	F H L M C Mltcl Mtg 4.070% 12/25/30 $0.00339/Pv On 1,415,000.00 Pv Due 3/25/26	4,799.21
F H L M C Mltcl Mtg 4.543% 7/25/29 3137Hdxl9		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
03/25/2026	F H L M C Mltcl Mtg 4.543% 7/25/29 $0.00379/Pv On 1,370,000.00 Pv Due 3/25/26	5,186.59
F H L M C Mltcl Mtg 4.572% 12/25/28 3137Hblv4		
03/25/2026	F H L M C Mltcl Mtg 4.572% 12/25/28 $0.00381/Pv On 1,095,000.00 Pv Due 3/25/26	4,171.95
F H L M C Mltcl Mtg 4.650% 8/25/28 3137Hamh6		
03/25/2026	F H L M C Mltcl Mtg 4.650% 8/25/28 $0.00388/Pv On 1,500,000.00 Pv Due 3/25/26	5,812.50
F H L M C Mltcl Mtg 4.860% 10/25/28 3137Hb3G7		
03/25/2026	F H L M C Mltcl Mtg 4.860% 10/25/28 $0.00405/Pv On 1,055,000.00 Pv Due 3/25/26	4,272.75
F H L M C Mltcl Mtg 5.180% 3/25/29 3137Hckv3		
03/25/2026	F H L M C Mltcl Mtg 5.180% 3/25/29 $0.00432/Pv On 1,000,000.00 Pv Due 3/25/26	4,316.67
F N M A Gtd Remic 2.966% 9/25/27 3136Ay6X6		
03/25/2026	F N M A Gtd Remic 2.966% 9/25/27 $0.00247/Pv On 1,068,585.76 Pv Due 3/25/26	2,641.33
F N M A Gtd Remic 3.073% 6/25/27 3136Ax7E9		
03/25/2026	F N M A Gtd Remic 3.073% 6/25/27 $0.00256/Pv On 818,069.52 Pv Due 3/25/26	2,094.94
F N M A Gtd Remic 4.184% 7/25/28 3136Bqde6		
03/25/2026	F N M A Gtd Remic 4.184% 7/25/28 $0.00349/Pv On 1,352,002.16 Pv Due 3/25/26	4,714.14

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
FHLMC Remic Series 4.410% 1/25/30 3137Hkxj8		
03/25/2026	FHLMC Remic Series 4.410% 1/25/30 $0.00368/Pv On 535,000.00 Pv Due 3/25/26	1,966.13
FHLMC Remic Series 4.508% 6/25/29 3137Hfnz4		
03/25/2026	FHLMC Remic Series 4.508% 6/25/29 $0.00376/Pv On 535,000.00 Pv Due 3/25/26	2,009.82
First Am Govt Ob Fd Cl Y 31846V203		
03/02/2026	Interest From 2/1/26 To 2/28/26	1,366.90
Ford Cr Auto Owner 3.910% 4/15/30 34532Bag6		
03/16/2026	Ford Cr Auto Owner 3.910% 4/15/30 $0.00326/Pv On 620,000.00 Pv Due 3/15/26	2,020.17
Ford Credit Auto 4.450% 10/15/29 34535Kad0		
03/16/2026	Ford Credit Auto 4.450% 10/15/29 $0.00371/Pv On 1,140,000.00 Pv Due 3/15/26	4,227.50
Gm Financial Consume 4.280% 4/16/30 362549Ad9		
03/16/2026	Gm Financial Consume 4.280% 4/16/30 0.003567 USD/$1 Pv On 265,000 Par Value Due 3/16/26	945.17
Home Depot Inc 2.800% 9/14/27 437076Bt8		
03/16/2026	Home Depot Inc 2.800% 9/14/27 0.014 USD/$1 Pv On 1,400,000 Par Value Due 3/14/26	19,600.00
Honda Ar Owner Tr 4.158% 9/01/30 43815CAD0		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
03/23/2026	Honda Ar Owner Tr 4.158% 9/01/30 $0.00347/Pv On 375,000.00 Pv Due 3/23/26	1,299.38
Honda At Rec Ow Tr 3.980% 6/17/30 43814Xad5		
03/16/2026	Honda At Rec Ow Tr 3.980% 6/17/30 $0.00332/Pv On 640,000.00 Pv Due 3/15/26	2,122.67
Hyundai Auto 3.990% 9/16/30 44891Xad9		
03/16/2026	Hyundai Auto 3.990% 9/16/30 $0.00333/Pv On 665,000.00 Pv Due 3/15/26	2,211.13
Hyundai Auto Rec 3.790% 2/18/31 448981Ad2		
03/16/2026	Hyundai Auto Rec 3.790% 2/18/31 $0.00284/Pv On 435,000.00 Pv Due 3/15/26	1,236.49
Kenvue Inc 5.050% 3/22/28 49177Jaf9		
03/23/2026	Kenvue Inc 5.050% 3/22/28 0.02525 USD/$1 Pv On 1,200,000 Par Value Due 3/22/26	30,300.00
Mercedes Benz 4.780% 12/17/29 58773Dad6		
03/16/2026	Mercedes Benz 4.780% 12/17/29 $0.00398/Pv On 1,000,000.00 Pv Due 3/15/26	3,983.33
National Rural Mtn 4.800% 3/15/28 63743Hfg2		
03/16/2026	National Rural Mtn 4.800% 3/15/28 0.024 USD/$1 Pv On 1,000,000 Par Value Due 3/15/26	24,000.00
Nissan Auto Lease 5.930% 3/15/28 65480Mad5		
03/16/2026	Nissan Auto Lease 5.930% 3/15/28 $0.00494/Pv On 177,107.57 Pv Due 3/15/26	875.21

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Roche Holdings Inc 2.314% 3/10/27 771196Bv3		
03/02/2026	Received Accrued Interest On Sale Of Roche Holdings Inc 2.314% 3/10/27 Income Credit 16,583.67 USD	16,583.67
Toyota Auto 4.230% 6/17/30 89231Gad0		
03/16/2026	Toyota Auto 4.230% 6/17/30 $0.00320/Pv On 1,040,000.00 Pv Due 3/15/26	3,328.00
Toyota Auto 4.770% 11/15/29 89231Had8		
03/16/2026	Toyota Auto 4.770% 11/15/29 $0.00362/Pv On 575,000.00 Pv Due 3/15/26	2,079.58
Toyota Auto Rec Own 4.880% 3/15/29 89237Qad2		
03/16/2026	Toyota Auto Rec Own 4.880% 3/15/29 $0.00407/Pv On 615,000.00 Pv Due 3/15/26	2,501.00
Toyota Lease Owner 4.257% 6/20/30 89240Mae4		
03/20/2026	Toyota Lease Owner 4.257% 6/20/30 $0.00355/Pv On 850,000.00 Pv Due 3/20/26	3,015.38
U S Treasury Nt 1.250% 3/31/28 91282Cbs9		
03/04/2026	Received Accrued Interest On Sale Of U S Treasury Nt 1.250% 3/31/28 Income Credit 4,444.54 USD	4,444.54
U S Treasury Nt 1.250% 6/30/28 91282Cch2		
03/13/2026	Received Accrued Interest On Sale Of U S Treasury Nt 1.250% 6/30/28 Income Credit 3,853.59 USD	3,853.59

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
U S Treasury Nt 2.250% 8/15/27 9128282R0		
03/19/2026	Received Accrued Interest On Sale Of U S Treasury Nt 2.250% 8/15/27 Income Credit 696.13 USD	696.13
03/24/2026	Received Accrued Interest On Sale Of U S Treasury Nt 2.250% 8/15/27 Income Credit 632.42 USD	632.42
Total U S Treasury Nt 2.250% 8/15/27		**1,328.55**
U S Treasury Nt 2.375% 3/31/29 91282Cee7		
03/31/2026	U S Treasury Nt 2.375% 3/31/29 0.011875 USD/$1 Pv On 3,000,000 Par Value Due 3/31/26	35,625.00
U S Treasury Nt 2.500% 3/31/27 91282Cef4		
03/02/2026	Received Accrued Interest On Sale Of U S Treasury Nt 2.500% 3/31/27 Income Credit 11,401.44 USD	11,401.44
03/02/2026	Received Accrued Interest On Sale Of U S Treasury Nt 2.500% 3/31/27 Income Credit 157.62 USD	157.62
Total U S Treasury Nt 2.500% 3/31/27		**11,559.06**
U S Treasury Nt 2.750% 4/30/27 91282Cen7		
03/02/2026	Received Accrued Interest On Sale Of U S Treasury Nt 2.750% 4/30/27 Income Credit 4,633.98 USD	4,633.98
03/17/2026	Received Accrued Interest On Sale Of U S Treasury Nt 2.750% 4/30/27 Income Credit 5,203.73 USD	5,203.73

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Total U S Treasury Nt 2.750% 4/30/27		**9,837.71**
U S Treasury Nt 3.625% 9/30/30 91282CPA3		
03/31/2026	U S Treasury Nt 3.625% 9/30/30 0.018125 USD/$1 Pv On 1,575,000 Par Value Due 3/31/26	28,546.88
U S Treasury Nt 3.750% 1/31/31 91282Cpw5		
03/02/2026	Paid Accrued Interest On Purchase Of U S Treasury Nt 3.750% 1/31/31 Income Debit 4,506.22- USD	- 4,506.22
U S Treasury Nt 3.875% 7/31/30 91282Cnn7		
03/06/2026	Received Accrued Interest On Sale Of U S Treasury Nt 3.875% 7/31/30 Income Credit 1,637.78 USD	1,637.78
03/09/2026	Received Accrued Interest On Sale Of U S Treasury Nt 3.875% 7/31/30 Income Credit 3,960.64 USD	3,960.64
Total U S Treasury Nt 3.875% 7/31/30		**5,598.42**
U S Treasury Nt 3.875% 9/30/29 91282Cfl0		
03/31/2026	U S Treasury Nt 3.875% 9/30/29 0.019375 USD/$1 Pv On 3,000,000 Par Value Due 3/31/26	58,125.00
U S Treasury Nt 4.125% 9/30/27 91282Cfm8		
03/17/2026	Received Accrued Interest On Sale Of U S Treasury Nt 4.125% 9/30/27 Income Credit 38,076.92 USD	38,076.92

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
03/31/2026	U S Treasury Nt 4.125% 9/30/27 0.020625 USD/$1 Pv On 4,000,000 Par Value Due 3/31/26	82,500.00
Total U S Treasury Nt 4.125% 9/30/27		**120,576.92**
U S Treasury Nt 4.250% 2/28/31 91282Ckc4		
03/17/2026	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.250% 2/28/31 Income Debit 4,908.29- USD	- 4,908.29
U S Treasury Nt 4.250% 3/15/27 91282Cke0		
03/02/2026	Received Accrued Interest On Sale Of U S Treasury Nt 4.250% 3/15/27 Income Credit 37,179.28 USD	37,179.28
U S Treasury Nt 4.625% 9/30/28 91282Cja0		
03/31/2026	U S Treasury Nt 4.625% 9/30/28 0.023125 USD/$1 Pv On 1,250,000 Par Value Due 3/31/26	28,906.25
U S Treasury Nt 4.875% 10/31/28 91282Cjf9		
03/13/2026	Received Accrued Interest On Sale Of U S Treasury Nt 4.875% 10/31/28 Income Credit 19,881.11 USD	19,881.11
United States Treas 4.375% 11/30/30 91282Cjm4		
03/13/2026	Received Accrued Interest On Sale Of United States Treas 4.375% 11/30/30 Income Credit 11,203.73 USD	11,203.73
Usaa Auto Owner 3.950% 12/17/29 90327Hac3		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
03/16/2026	Usaa Auto Owner 3.950% 12/17/29 $0.00329/Pv On 365,000.00 Pv Due 3/15/26	1,201.46
Volkswagen Auto Ln 4.500% 8/20/29 92868Mad1		
03/20/2026	Volkswagen Auto Ln 4.500% 8/20/29 $0.00375/Pv On 940,000.00 Pv Due 3/20/26	3,525.00
Total Interest		**671,747.85**

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PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
03/26/2026	Collected Charged For Period 02/01/2026 Thru 02/28/2026	- 703.87
Total Trust Fees		**- 703.87**
Total Trust Fees		**- 703.87**
Total Plan Expenses		**- 703.87**

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PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
03/02/2026	Purchased 1,388,496.66 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/2/26 31846V203	1,388,496.660	.00	- 1,388,496.66	1,388,496.66
03/03/2026	Purchased 1,366.9 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/3/26 31846V203	1,366.900	.00	- 1,366.90	1,366.90
03/06/2026	Purchased 454,626.06 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/6/26 31846V203	454,626.060	.00	- 454,626.06	454,626.06
03/09/2026	Purchased 1,009,976.27 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/9/26 31846V203	1,009,976.270	.00	- 1,009,976.27	1,009,976.27
03/13/2026	Purchased 46,813.81 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/13/26 31846V203	46,813.810	.00	- 46,813.81	46,813.81
03/16/2026	Purchased 193,706.28 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/16/26 31846V203	193,706.280	.00	- 193,706.28	193,706.28
03/16/2026	Purchased 19,427.54 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/16/26 31846V203	19,427.540	.00	- 19,427.54	19,427.54

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
03/19/2026	Purchased 343,655.11 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/19/26 31846V203	343,655.110	.00	- 343,655.11	343,655.11
03/20/2026	Purchased 3,525 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/20/26 31846V203	3,525.000	.00	- 3,525.00	3,525.00
03/20/2026	Purchased 3,831.01 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/20/26 31846V203	3,831.010	.00	- 3,831.01	3,831.01
03/23/2026	Purchased 30,300 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/23/26 31846V203	30,300.000	.00	- 30,300.00	30,300.00
03/23/2026	Purchased 1,299.38 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/23/26 31846V203	1,299.380	.00	- 1,299.38	1,299.38
03/25/2026	Purchased 92,162.97 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/25/26 31846V203	92,162.970	.00	- 92,162.97	92,162.97
03/25/2026	Purchased 3,161.55 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/25/26 31846V203	3,161.550	.00	- 3,161.55	3,161.55

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
03/30/2026	Purchased 40,621 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/30/26 31846V203	40,621.000	.00	- 40,621.00	40,621.00
03/31/2026	Purchased 233,703.13 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/31/26 31846V203	233,703.130	.00	- 233,703.13	233,703.13
Total First Am Govt Ob Fd Cl Y		**3,866,672.670**	**.00**	**- 3,866,672.67**	**3,866,672.67**
Total Cash And Equivalents		**3,866,672.670**	**.00**	**- 3,866,672.67**	**3,866,672.67**
US Government Issues					
03/31/2026	Purchased 2,000,000 Par Value Of F H L M C Mltcl 4.340% 9/25/30 Trade Date 3/31/26 Purchased Through J.P. Morgan Securities LLC Paid 0.00 USD Load Paid 1,205.56- USD Misc Fee2 Paid 0.00 USD Exchange Fee EBR Pending Transaction 3137HNNC8	2,000,000.000	.00	- 2,007,890.63	2,007,890.63
Total F H L M C Mltcl 4.340% 9/25/30		**2,000,000.000**	**.00**	**- 2,007,890.63**	**2,007,890.63**
03/03/2026	Purchased 840,000 Par Value Of F H L M C Mltcl 0.00001% 1/25/31 Trade Date 3/3/26 Purchased Through Morgan Stanley & Co. LLC Swift External Ref#: 8606203223394857 840,000 Par Value At 99.9981 % 3137HQSP7	840,000.000	.00	- 839,984.04	839,984.04

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total F H L M C Mltcl 0.00001% 1/25/31		**840,000.000**	**.00**	**- 839,984.04**	**839,984.04**
03/31/2026	Purchased 1,660,000 Par Value Of U S Treasury Nt 3.875% 3/31/31 Trade Date 3/31/26 Purchased Through Wells Fargo Securities, LLC Paid 0.00 USD Load Paid 1,054.51- USD Misc Fee2 Paid 0.00 USD Exchange Fee EBR Pending Transaction 91282CQG9	1,660,000.000	.00	- 1,656,109.38	1,656,109.38
Total U S Treasury Nt 3.875% 3/31/31		**1,660,000.000**	**.00**	**- 1,656,109.38**	**1,656,109.38**
03/16/2026	Purchased 2,500,000 Par Value Of U S Treasury Nt 4.250% 2/28/31 Trade Date 3/16/26 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: Ng2Cn4Yd4Qaacaad 2,500,000 Par Value At 101.8632812 % 91282CKC4	2,500,000.000	.00	- 2,546,582.03	2,546,582.03
Total U S Treasury Nt 4.250% 2/28/31		**2,500,000.000**	**.00**	**- 2,546,582.03**	**2,546,582.03**
Total Government Issues		**7,000,000.000**	**.00**	**- 7,050,566.08**	**7,050,566.08**
Corporate Issues					
03/10/2026	Purchased 900,000 Par Value Of Amazon Com Inc 4.250% 3/13/31 Trade Date 3/10/26 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: Ngyi4Siehaaauaad 900,000 Par Value At 99.84 % 023135DD5	900,000.000	.00	- 898,560.00	898,560.00

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Amazon Com Inc 4.250% 3/13/31		**900,000.000**	**.00**	**- 898,560.00**	**898,560.00**
03/23/2026	Purchased 265,000 Par Value Of Depository Tr Co 4.300% 3/27/29 Trade Date 3/23/26 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: Nhazshid4Qadcaad 265,000 Par Value At 99.883 % 249672AC0	265,000.000	.00	- 264,689.95	264,689.95
Total Depository Tr Co 4.300% 3/27/29		**265,000.000**	**.00**	**- 264,689.95**	**264,689.95**
03/17/2026	Purchased 610,000 Par Value Of Ford Cr Auto Owner 4.050% 10/15/30 Trade Date 3/17/26 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8607603223508669 610,000 Par Value At 99.98089016 % 34532WAD7	610,000.000	.00	- 609,883.43	609,883.43
Total Ford Cr Auto Owner 4.050% 10/15/30		**610,000.000**	**.00**	**- 609,883.43**	**609,883.43**
03/05/2026	Purchased 440,000 Par Value Of John Deere Mtn 4.200% 3/10/31 Trade Date 3/5/26 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: Ngu43Gqd5Qabuaad 440,000 Par Value At 99.978 % 24422EYL7	440,000.000	.00	- 439,903.20	439,903.20
Total John Deere Mtn 4.200% 3/10/31		**440,000.000**	**.00**	**- 439,903.20**	**439,903.20**

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CITY OF LINCOLN

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
03/05/2026	Purchased 1,040,000 Par Value Of Mercedes Benz 4.500% 3/10/31 Trade Date 3/5/26 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: Ngu5Lzqd5Qaa0Aad 1,040,000 Par Value At 99.987 % 58769JBM8	1,040,000.000	.00	- 1,039,864.80	1,039,864.80
Total Mercedes Benz 4.500% 3/10/31		**1,040,000.000**	**.00**	**- 1,039,864.80**	**1,039,864.80**
03/11/2026	Purchased 1,530,000 Par Value Of Salesforce Inc 4.650% 3/15/29 Trade Date 3/11/26 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: Ngy20Uyehaahgaad 1,530,000 Par Value At 99.978 % 79466LAR5	1,530,000.000	.00	- 1,529,663.40	1,529,663.40
Total Salesforce Inc 4.650% 3/15/29		**1,530,000.000**	**.00**	**- 1,529,663.40**	**1,529,663.40**
03/10/2026	Purchased 1,105,000 Par Value Of Toyota Mtr Cr Mtn 4.050% 3/13/29 Trade Date 3/10/26 Purchased Through Mitsubishi Ufj Securities USA Swift External Ref#: Ngyh4Tiehaadcaad 1,105,000 Par Value At 99.964 % 89236TPQ2	1,105,000.000	.00	- 1,104,602.20	1,104,602.20
Total Toyota Mtr Cr Mtn 4.050% 3/13/29		**1,105,000.000**	**.00**	**- 1,104,602.20**	**1,104,602.20**
Total Corporate Issues		**5,890,000.000**	**.00**	**- 5,887,166.98**	**5,887,166.98**
Total Purchases		**16,756,672.670**	**.00**	**- 16,804,405.73**	**16,804,405.73**

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SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
03/04/2026	Sold 898,094.67 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/4/26 31846V203	- 898,094.670	.00	898,094.67	- 898,094.67	.00
03/10/2026	Sold 1,477,361.75 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/10/26 31846V203	- 1,477,361.750	.00	1,477,361.75	- 1,477,361.75	.00
03/11/2026	Sold 2,406.25 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/11/26 31846V203	- 2,406.250	.00	2,406.25	- 2,406.25	.00
03/12/2026	Sold 840,994.28 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/12/26 31846V203	- 840,994.280	.00	840,994.28	- 840,994.28	.00
03/17/2026	Sold 1,061.23 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/17/26 31846V203	- 1,061.230	.00	1,061.23	- 1,061.23	.00
03/24/2026	Sold 340,277.38 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/24/26 31846V203	- 340,277.380	.00	340,277.38	- 340,277.38	.00
03/26/2026	Sold 703.87 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/26/26 31846V203	- 703.870	.00	703.87	- 703.87	.00

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
03/27/2026	Sold 264,689.95 Units Of First Am Govt Ob Fd Cl Y Trade Date 3/27/26 31846V203	- 264,689.950	.00	264,689.95	- 264,689.95	.00
Total First Am Govt Ob Fd Cl Y		**- 3,825,589.380**	**.00**	**3,825,589.38**	**- 3,825,589.38**	**.00**
Total Cash And Equivalents		**- 3,825,589.380**	**.00**	**3,825,589.38**	**- 3,825,589.38**	**.00**
US Government Issues						
03/25/2026	Paid Down 2,167.38 Par Value Of F H L M C Mltcl Mt 3.600% 1/25/28 Trade Date 3/25/26 3137F4D41	- 2,167.380	.00	2,167.38	- 2,016.34	151.04
Total F H L M C Mltcl Mt 3.600% 1/25/28		**- 2,167.380**	**.00**	**2,167.38**	**- 2,016.34**	**151.04**
03/25/2026	Paid Down 2,828.76 Par Value Of F H L M C Mltcl Mt 4.777% 6/25/28 Trade Date 3/25/26 3137HAD45	- 2,828.760	.00	2,828.76	- 2,828.69	.07
Total F H L M C Mltcl Mt 4.777% 6/25/28		**- 2,828.760**	**.00**	**2,828.76**	**- 2,828.69**	**.07**
03/25/2026	Paid Down 1,923 Par Value Of F H L M C Mltcl Mtg 3.413% 12/25/26 Trade Date 3/25/26 3137BUX60	- 1,923.000	.00	1,923.00	- 1,826.85	96.15
Total F H L M C Mltcl Mtg 3.413% 12/25/26		**- 1,923.000**	**.00**	**1,923.00**	**- 1,826.85**	**96.15**

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
03/25/2026	Paid Down 2,309.45 Par Value Of F N M A Gtd Remic 2.966% 9/25/27 Trade Date 3/25/26 3136AY6X6	- 2,309.450	.00	2,309.45	- 2,150.59	158.86
Total F N M A Gtd Remic 2.966% 9/25/27		**- 2,309.450**	**.00**	**2,309.45**	**- 2,150.59**	**158.86**
03/25/2026	Paid Down 1,066.61 Par Value Of F N M A Gtd Remic 3.073% 6/25/27 Trade Date 3/25/26 3136AX7E9	- 1,066.610	.00	1,066.61	- 997.24	69.37
Total F N M A Gtd Remic 3.073% 6/25/27		**- 1,066.610**	**.00**	**1,066.61**	**- 997.24**	**69.37**
03/25/2026	Paid Down 154.33 Par Value Of F N M A Gtd Remic 4.184% 7/25/28 Trade Date 3/25/26 3136BQDE6	- 154.330	.00	154.33	- 151.71	2.62
Total F N M A Gtd Remic 4.184% 7/25/28		**- 154.330**	**.00**	**154.33**	**- 151.71**	**2.62**
03/03/2026	Sold 835,000 Par Value Of U S Treasury Nt 1.250% 3/31/28 Trade Date 3/3/26 Sold Through Morgan Stanley & Co. LLC Swift External Ref#: Ngtupiyd5Qaacaad 835,000 Par Value At 95.54296886 % 91282CBS9	- 835,000.000	.00	797,783.79	- 725,018.16	72,765.63
Total U S Treasury Nt 1.250% 3/31/28		**- 835,000.000**	**.00**	**797,783.79**	**- 725,018.16**	**72,765.63**

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
03/11/2026	Sold 1,550,000 Par Value Of U S Treasury Nt 1.250% 6/30/28 Trade Date 3/11/26 Sold Through Citigroup Global Markets Inc. Swift External Ref#: Ngy2C3Aehaaacaad 1,550,000 Par Value At 94.78125032 % 91282CCH2	- 1,550,000.000	.00	1,469,109.38	- 1,329,972.66	139,136.72
Total U S Treasury Nt 1.250% 6/30/28		**- 1,550,000.000**	**.00**	**1,469,109.38**	**- 1,329,972.66**	**139,136.72**
03/18/2026	Sold 350,000 Par Value Of U S Treasury Nt 2.250% 8/15/27 Trade Date 3/18/26 Sold Through Wells Fargo Securities, LLC Swift External Ref#: Ng3Kbdqd4Qaacaad 350,000 Par Value At 97.98828 % 9128282R0	- 350,000.000	.00	342,958.98	- 333,400.82	9,558.16
03/23/2026	Sold 275,000 Par Value Of U S Treasury Nt 2.250% 8/15/27 Trade Date 3/23/26 Sold Through Morgan Stanley & Co. LLC Swift External Ref#: Nhayo0Ad4Qaacaad 275,000 Par Value At 97.80859273 % 9128282R0	- 275,000.000	.00	268,973.63	- 261,957.79	7,015.84
03/31/2026	Sold 1,875,000 Par Value Of U S Treasury Nt 2.250% 8/15/27 Trade Date 3/31/26 Sold Through BofA Securities, Inc./Fxd Inc Paid 0.00 USD Load Paid 0.00 USD Exchange Fee EBR Pending Transaction 9128282R0	- 1,875,000.000	.00	1,836,328.13	- 1,786,075.85	50,252.28
Total U S Treasury Nt 2.250% 8/15/27		**- 2,500,000.000**	**.00**	**2,448,260.74**	**- 2,381,434.46**	**66,826.28**

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CITY OF LINCOLN

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
03/16/2026	Sold 500,000 Par Value Of U S Treasury Nt 2.750% 4/30/27 Trade Date 3/16/26 Sold Through Wells Fargo Securities, LLC Swift External Ref#: Ng2Cn3Ad4Qaacaad 500,000 Par Value At 98.992188 % 91282CEN7	- 500,000.000	.00	494,960.94	- 478,886.72	16,074.22
Total U S Treasury Nt 2.750% 4/30/27		**- 500,000.000**	**.00**	**494,960.94**	**- 478,886.72**	**16,074.22**
03/05/2026	Sold 450,000 Par Value Of U S Treasury Nt 3.875% 7/31/30 Trade Date 3/5/26 Sold Through Wells Fargo Securities, LLC Swift External Ref#: Ngu340Ad5Qaacaad 450,000 Par Value At 100.66406222 % 91282CNN7	- 450,000.000	.00	452,988.28	- 452,285.16	703.12
03/06/2026	Sold 1,000,000 Par Value Of U S Treasury Nt 3.875% 7/31/30 Trade Date 3/6/26 Sold Through Bmo Capital Markets Corp/Bonds Swift External Ref#: Ngvodbyd5Qaacaad 1,000,000 Par Value At 100.601563 % 91282CNN7	- 1,000,000.000	.00	1,006,015.63	- 1,005,078.12	937.51
Total U S Treasury Nt 3.875% 7/31/30		**- 1,450,000.000**	**.00**	**1,459,003.91**	**- 1,457,363.28**	**1,640.63**
03/16/2026	Sold 2,000,000 Par Value Of U S Treasury Nt 4.125% 9/30/27 Trade Date 3/16/26 Sold Through Morgan Stanley & Co. LLC Swift External Ref#: Ng2Cn2Id4Qaacaad 2,000,000 Par Value At 100.609375 % 91282CFM8	- 2,000,000.000	.00	2,012,187.50	- 2,032,789.07	- 20,601.57
Total U S Treasury Nt 4.125% 9/30/27		**- 2,000,000.000**	**.00**	**2,012,187.50**	**- 2,032,789.07**	**- 20,601.57**

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CITY OF LINCOLN

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
03/10/2026	Sold 1,110,000 Par Value Of U S Treasury Nt 4.875% 10/31/28 Trade Date 3/10/26 Sold Through Morgan Stanley & Co. LLC Swift External Ref#: Ngyg1Oyehaaacaad 1,110,000 Par Value At 103.20703153 % 91282CJF9	- 1,110,000.000	.00	1,145,598.05	- 1,132,893.75	12,704.30
Total U S Treasury Nt 4.875% 10/31/28		**- 1,110,000.000**	**.00**	**1,145,598.05**	**- 1,132,893.75**	**12,704.30**
03/10/2026	Sold 905,000 Par Value Of United States Treas 4.375% 11/30/30 Trade Date 3/10/26 Sold Through Wells Fargo Securities, LLC Swift External Ref#: Ngyhhrqehaaacaad 905,000 Par Value At 102.76171823 % 91282CJM4	- 905,000.000	.00	929,993.55	- 933,210.55	- 3,217.00
Total United States Treas 4.375% 11/30/30		**- 905,000.000**	**.00**	**929,993.55**	**- 933,210.55**	**- 3,217.00**
Total Government Issues		**- 10,860,449.530**	**.00**	**10,767,347.39**	**- 10,481,540.07**	**285,807.32**
Corporate Issues						
03/16/2026	Paid Down 65,332.15 Par Value Of Bank Of America 5.740% 6/15/28 Trade Date 3/15/26 06054YAC1	- 65,332.150	.00	65,332.15	- 65,330.97	1.18
Total Bank Of America 5.740% 6/15/28		**- 65,332.150**	**.00**	**65,332.15**	**- 65,330.97**	**1.18**
03/16/2026	Paid Down 20,131 Par Value Of Nissan Auto Lease 5.930% 3/15/28 Trade Date 3/15/26 65480MAD5	- 20,131.000	.00	20,131.00	- 20,126.91	4.09

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total Nissan Auto Lease 5.930% 3/15/28		**- 20,131.000**	**.00**	**20,131.00**	**- 20,126.91**	**4.09**
03/16/2026	Paid Down 14,744.88 Par Value Of Toyota Auto Rec Own 4.880% 3/15/29 Trade Date 3/15/26 89237QAD2	- 14,744.880	.00	14,744.88	- 14,744.87	.01
Total Toyota Auto Rec Own 4.880% 3/15/29		**- 14,744.880**	**.00**	**14,744.88**	**- 14,744.87**	**.01**
Total Corporate Issues		**- 100,208.030**	**.00**	**100,208.03**	**- 100,202.75**	**5.28**
Foreign Issues						
03/31/2026	Sold 1,400,000 Par Value Of National Mtn 3.905% 6/09/27 Trade Date 3/31/26 Sold Through Goldman Sachs & Co. LLC Paid 0.00 USD Load Paid 0.00 USD Exchange Fee EBR Pending Transaction 63254ABE7	- 1,400,000.000	.00	1,396,710.00	- 1,387,862.00	8,848.00
Total National Mtn 3.905% 6/09/27		**- 1,400,000.000**	**.00**	**1,396,710.00**	**- 1,387,862.00**	**8,848.00**
Total Foreign Issues		**- 1,400,000.000**	**.00**	**1,396,710.00**	**- 1,387,862.00**	**8,848.00**
Total Sales And Maturities		**- 16,186,246.940**	**.00**	**16,089,854.80**	**- 15,795,194.20**	**294,660.60**

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CITY OF LINCOLN

SALES AND MATURITIES MESSAGES

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

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CITY OF LINCOLN

PENDING TRADES

TRADE DATE	SETTLE DATE	DESCRIPTION	SHARES/ PAR VALUE	BOOK VALUE	CASH
Purchases					
03/31/2026	04/06/2026	Purchased 2,000,000 Par Value Of F H L M C Mltcl 4.340% 9/25/30 Trade Date 3/31/26 Purchased Through J.P. Morgan Securities LLC Paid 0.00 USD Load Paid 1,205.56- USD Misc Fee2 Paid 0.00 USD Exchange Fee Posted Thru Fundweb Networking EBR Pending Transaction 3137HNNC8	2,000,000.000	2,007,890.63	- 2,007,890.63
03/31/2026	04/06/2026	Purchased 1,660,000 Par Value Of U S Treasury Nt 3.875% 3/31/31 Trade Date 3/31/26 Purchased Through Wells Fargo Securities, LLC Paid 0.00 USD Load Paid 1,054.51- USD Misc Fee2 Paid 0.00 USD Exchange Fee Posted Thru Fundweb Networking EBR Pending Transaction 91282CQG9	1,660,000.000	1,656,109.38	- 1,656,109.38
Total Purchases			**3,660,000.000**	**3,664,000.01**	**- 3,664,000.01**
Sales					
03/31/2026	04/06/2026	Sold 1,875,000 Par Value Of U S Treasury Nt 2.250% 8/15/27 Trade Date 3/31/26 Sold Through BofA Securities, Inc./Fxd Inc Paid 0.00 USD Load Paid 0.00 USD Exchange Fee EBR Pending Transaction 9128282R0	- 1,875,000.000	- 1,786,075.85	1,836,328.13

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CITY OF LINCOLN

PENDING TRADES (continued)

TRADE DATE	SETTLE DATE	DESCRIPTION	SHARES/ PAR VALUE	BOOK VALUE	CASH
03/31/2026	04/06/2026	Sold 1,400,000 Par Value Of National Mtn 3.905% 6/09/27 Trade Date 3/31/26 Sold Through Goldman Sachs & Co. LLC Paid 0.00 USD Load Paid 0.00 USD Exchange Fee EBR Pending Transaction 63254ABE7	- 1,400,000.000	- 1,387,862.00	1,396,710.00
Total Sales			**- 3,275,000.000**	**- 3,173,937.85**	**3,233,038.13**
Net Trades Pending Settlement			**385,000.000**	**490,062.16**	**- 430,961.88**

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CITY OF LINCOLN

BROKER COMMISSIONS

BROKER/PARTY SHARES/ UNITS	DATE	DESCRIPTION	PURCHASE COST/ SALE PROCEEDS	BROKER COMMISSION	OTHER EXPENSE	TOTAL COST/ NET PROCEEDS
J.P. Morgan Securities LLC						
2,000,000.000	03/31/2026	Bought F H L M C Mltcl 4.340% 9/25/30 3137HNNC8	2,007,890.63	.00	- 1,205.56	2,007,890.63
Total J.P. Morgan Securities LLC			**2,007,890.63**	**.00**	**- 1,205.56**	**2,007,890.63**
# Trades/Commission Per Share			1	.00		
Wells Fargo Securities, LLC						
1,660,000.000	03/31/2026	Bought U S Treasury Nt 3.875% 3/31/31 91282CQG9	1,656,109.38	.00	- 1,054.51	1,656,109.38
Total Wells Fargo Securities, LLC			**1,656,109.38**	**.00**	**- 1,054.51**	**1,656,109.38**
# Trades/Commission Per Share			1	.00		
Grand Total			**3,664,000.01**	**.00**	**- 2,260.07**	**3,664,000.01**

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CITY OF LINCOLN

BOND SUMMARY

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
SHORT-TERM MATURITY DETAIL			
121 to 180 Days			
Natixis Ny C D 5.610% 9/18/26	1,000,000.00	1,006,490.00	100.00
Total 121 to 180 Days	**1,000,000.00**	**1,006,490.00**	**100.00**
Total	**1,000,000.00**	**1,006,490.00**	**100.00**
MATURITY SUMMARY			
< 2026	1,000,000.00	100.00	0.00
2026	1,760,891.64	1,763,211.95	1.05
2027	21,353,279.22	20,994,690.51	12.46
2028	47,384,197.00	47,267,073.58	28.04
2029	42,125,255.12	42,001,611.32	24.90
2030	43,855,000.00	43,836,132.75	25.99
2031	12,825,000.00	12,755,326.20	7.56
Total	**170,303,622.98**	**168,618,146.31**	**100.00**
MOODY'S RATING			
Aaa	10,829,840.65	10,858,372.54	6.44
Aa1	76,625,000.00	75,764,842.95	44.93
Aa2	6,615,000.00	6,652,957.15	3.95
Aa3	7,050,000.00	7,077,909.35	4.20
A1	9,905,000.00	9,953,081.80	5.90
A2	18,405,000.00	18,359,795.10	10.89
A3	1,100,000.00	1,089,528.00	0.65
N/A	38,773,782.33	37,855,169.42	22.45
Not Provided	1,000,000.00	1,006,490.00	0.59
Total	**170,303,622.98**	**168,618,146.31**	**100.00**
S&P RATING			

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BOND SUMMARY (continued)

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
AAA	17,580,255.12	17,581,578.17	10.43
AA+	3,230,000.00	3,229,816.15	1.92
AA	1,325,000.00	1,322,447.00	0.78
AA-	5,800,000.00	5,830,693.85	3.46
A+	15,770,000.00	15,843,785.35	9.40
A	10,900,000.00	10,897,130.85	6.46
A-	6,115,000.00	6,090,168.95	3.61
BBB+	1,400,000.00	1,395,492.00	0.83
N/A	107,183,367.86	105,420,543.99	62.52
Not Provided	1,000,000.00	1,006,490.00	0.59
Total	**170,303,622.98**	**168,618,146.31**	**100.00**

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PARS/CITY OF LINCOLN POST EMPLOYMENT BENEFITS TRUST- PENSION

This statement is for the period from March 1, 2026 to March 31, 2026

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

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

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

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PARS/CITY OF LINCOLN 115P-PENSION

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PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

MARKET AND COST RECONCILIATION

	03/31/2026 MARKET	03/31/2026 BOOK VALUE
Beginning Market And Cost	**4,085,269.00**	**3,745,642.57**
Investment Activity		
Interest	232.36	232.36
Dividends	10,826.34	10,826.34
Change In Unrealized Gain/Loss	- 190,789.66	.00
Net Accrued Income (Current-Prior)	25.20	25.20
Total Investment Activity	**- 179,705.76**	**11,083.90**
Plan Expenses		
Administrative Expenses*	- 683.38	- 683.38
Trust Fees	- 741.78	- 741.78
Total Plan Expenses	**- 1,425.16**	**- 1,425.16**
Net Change In Market And Cost	**- 181,130.92**	**9,658.74**
Ending Market And Cost	**3,904,138.08**	**3,755,301.31**

MARKET AND COST RECONCILIATION MESSAGES

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

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PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

CASH RECONCILIATION

Beginning Cash	**.00**
Investment Activity	
Interest	232.36
Dividends	10,826.34
Cash Equivalent Purchases	- 3,862.54
Mutual Fund Purchases	- 7,196.16
Cash Equivalent Sales	1,425.16
Total Investment Activity	**1,425.16**
Plan Expenses	
Administrative Expenses*	- 683.38
Trust Fees	- 741.78
Total Plan Expenses	**- 1,425.16**
Net Change In Cash	**.00**
Ending Cash	**.00**

CASH RECONCILIATION MESSAGES

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

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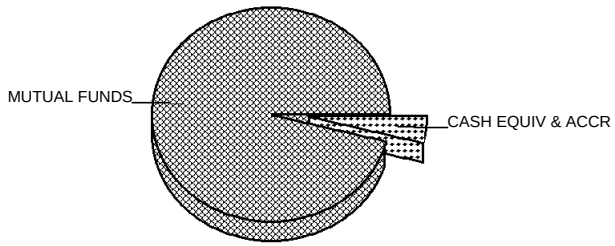
PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

ASSET SUMMARY

ASSETS	03/31/2026 MARKET	03/31/2026 BOOK VALUE	% OF MARKET
Cash And Equivalents	85,901.78	85,901.78	2.19
Mutual Funds-Equity	2,372,075.63	2,196,976.33	60.76
Mutual Funds-Fixed Income	1,445,903.11	1,472,165.64	37.04
Total Assets	**3,903,880.52**	**3,755,043.75**	**99.99**
Accrued Income	257.56	257.56	0.01
Grand Total	**3,904,138.08**	**3,755,301.31**	**100.00**

Estimated Annual Income **113,608.16**



ASSET SUMMARY MESSAGES

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

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PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl X 31846V336 Asset Minor Code 1	85,901.780	85,901.78 1.0000	85,901.78	.00 .00	85,901.78 .00	257.56 3.57
Total Money Markets	**85,901.780**	**85,901.78**	**85,901.78**	**.00** **.00**	**85,901.78** **.00**	**257.56** **3.57**
Total Cash And Equivalents	**85,901.780**	**85,901.78**	**85,901.78**	**.00** **.00**	**85,901.78** **.00**	**257.56** **3.57**
Mutual Funds						
Mutual Funds-Equity						
Cohen & Steers Instl Realty Shares 19247U106 Asset Minor Code 98	2,112.808	104,161.43 49.3000	110,536.47	- 6,375.04 - 6,734.60	104,084.13 77.30	.00 3.09
Columbia Small Cap Growth Inst3 19765Y340 Asset Minor Code 98	1,027.989	34,077.84 33.1500	33,294.26	783.58 - 3,238.16	34,307.05 - 229.21	.00 0.00
Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	7,655.538	288,766.89 37.7200	297,723.24	- 8,956.35 - 13,856.53	297,530.20 - 8,763.31	.00 0.47
Fidelity International Index Fund 315911727 Asset Minor Code 98	4,513.265	277,024.21 61.3800	237,454.60	39,569.61 - 24,822.95	258,958.82 18,065.39	.00 6.25
Fidelity Emerging Markets Index Fund 316146331 Asset Minor Code 98	14,381.112	203,492.73 14.1500	175,250.91	28,241.82 - 21,427.86	175,250.91 28,241.82	.00 2.28

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PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Emerald Growth Institutional 317609253 Asset Minor Code 98	1,186.151	35,465.91 29.9000	34,434.84	1,031.07 - 2,858.63	34,681.39 784.52	.00 0.00
Goldman Sachs Gqg Ptnrs Intl Opps R6 38147N269 Asset Minor Code 98	4,711.834	110,869.45 23.5300	106,932.54	3,936.91 - 6,125.39	106,608.73 4,260.72	.00 2.45
Lazard Cl List Infrastr Inst 52106N459 Asset Minor Code 98	3,525.123	68,034.87 19.3000	57,744.86	10,290.01 - 4,886.96	63,275.57 4,759.30	.00 3.10
Mfs International Growth R6 552746356 Asset Minor Code 98	2,088.677	95,724.07 45.8300	96,601.11	- 877.04 - 10,464.27	99,734.83 - 4,010.76	.00 1.12
Nyli Cbre Global Infrastructure 56064L280 Asset Minor Code 98	3,900.702	62,645.27 16.0600	54,311.26	8,334.01 - 3,342.61	55,703.56 6,941.71	.00 1.89
Pimco Rae US Small Instl 72202L421 Asset Minor Code 98	6,347.500	74,583.13 11.7500	77,449.80	- 2,866.67 - 3,237.22	77,449.80 - 2,866.67	.00 1.15
Putnam Core Equity Fund Y 74676P839 Asset Minor Code 98	2,664.582	124,675.79 46.7900	117,531.06	7,144.73 - 6,794.69	120,699.60 3,976.19	.00 1.17
Schwab U S Large Cap Etf 808524201 Asset Minor Code 94	34,811.000	892,554.04 25.6400	797,711.38	94,842.66 - 49,431.62	850,780.84 41,773.20	.00 1.17
Total Mutual Funds-Equity	**88,926.281**	**2,372,075.63**	**2,196,976.33**	**175,099.30** **- 157,221.49**	**2,279,065.43** **93,010.20**	**.00** **1.95**
Mutual Funds-Fixed Income						
Baird Aggregate Bond Fd Instl 057071854 Asset Minor Code 99	41,588.527	409,231.11 9.8400	417,746.12	- 8,515.01 - 9,106.26	409,744.85 - 513.74	.00 4.18

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PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Dodge Cox	17,412.096	221,481.86	227,433.06	- 5,951.20	220,169.86	.00
Income		12.7200		- 7,062.38	1,312.00	4.28
256210105 Asset Minor Code 99						
Ishares Core	3,420.000	339,503.40	342,872.31	- 3,368.91	339,432.00	.00
U.S. Aggregate Bond Etf		99.2700		- 7,284.60	71.40	3.94
464287226 Asset Minor Code 95						
Nyli MacKay	21,210.375	108,385.02	111,048.73	- 2,663.71	110,331.69	.00
High Yield Corp Bd Fd R6		5.1100		- 1,476.73	- 1,946.67	6.56
56063N881 Asset Minor Code 99						
Pgim Total	19,217.523	231,571.15	236,848.10	- 5,276.95	231,456.21	.00
Return Bond Cl R6		12.0500		- 5,551.82	114.94	4.65
74440B884 Asset Minor Code 99						
Voya	15,494.357	135,730.57	136,217.32	- 486.75	136,226.04	.00
Intermediate Bond Fund Class R6		8.7600		- 3,086.38	- 495.47	4.71
92913L569 Asset Minor Code 99						
Total Mutual Funds-Fixed	**118,342.878**	**1,445,903.11**	**1,472,165.64**	**- 26,262.53**	**1,447,360.65**	**.00**
Income				**- 33,568.17**	**- 1,457.54**	**4.44**
Total Mutual Funds	**207,269.159**	**3,817,978.74**	**3,669,141.97**	**148,836.77**	**3,726,426.08**	**.00**
				- 190,789.66	**91,552.66**	**2.89**
Total Assets	**293,170.939**	**3,903,880.52**	**3,755,043.75**	**148,836.77**	**3,812,327.86**	**257.56**
				- 190,789.66	**91,552.66**	**2.90**
Accrued Income	**.000**	**257.56**	**257.56**			
Grand Total	**293,170.939**	**3,904,138.08**	**3,755,301.31**			

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PARS/CITY OF LINCOLN 115P-PENSION

ASSET DETAIL MESSAGES

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

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

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

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

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

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PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
85,901.780	First Am Govt Ob Fd Cl X 31846V336		04/01/26	0.04	232.36	257.56	232.36	257.56
Total Cash And Equivalents					**232.36**	**257.56**	**232.36**	**257.56**
Mutual Funds-Equity								
2,112.808	Cohen & Steers Instl Realty Shares 19247U106	03/31/26	03/31/26	1.52	.00	730.10	730.10	.00
3,525.123	Lazard Cl List Infrastr Inst 52106N459	03/20/26	03/23/26	0.60	.00	455.73	455.73	.00
3,900.702	Nyli Cbre Global Infrastructure 56064L280	03/31/26	03/31/26	0.30	.00	223.95	223.95	.00
34,811.000	Schwab U S Large Cap Etf 808524201	03/25/26	03/30/26	0.30	.00	2,548.17	2,548.17	.00
Total Mutual Funds-Equity					**.00**	**3,957.95**	**3,957.95**	**.00**
Mutual Funds-Fixed Income								
41,588.527	Baird Aggregate Bond Fd Instl 057071854	03/27/26	03/30/26	0.41	.00	1,455.65	1,455.65	.00
17,412.096	Dodge Cox Income 256210105	03/25/26	03/26/26	0.54	.00	2,317.40	2,317.40	.00
3,420.000	Ishares Core U.S. Aggregate Bond Etf 464287226	03/02/26	03/05/26	3.91	.00	1,082.01	1,082.01	.00
21,210.375	Nyli MacKay High Yield Corp Bd Fd R6 56063N881	03/31/26	03/31/26	0.34	.00	583.31	583.31	.00
19,217.523	Pgim Total Return Bond Cl R6 74440B884	12/22/22	03/31/26	0.56	.00	883.32	883.32	.00

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PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
15,494.357	Voya Intermediate Bond Fund Class R6 92913L569	03/31/26	03/31/26	0.41	.00	546.70	546.70	.00
Total Mutual Funds-Fixed Income					**.00**	**6,868.39**	**6,868.39**	**.00**
Grand Total					**232.36**	**11,083.90**	**11,058.70**	**257.56**

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PARS/CITY OF LINCOLN 115P-PENSION

INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
First Am Govt Ob Fd Cl X 31846V336		
03/02/2026	Interest From 2/1/26 To 2/28/26	232.36
Total Interest		**232.36**
Dividends		
Baird Aggregate Bond Fd Instl 057071854		
03/27/2026	0.035127 USD/Share On 41,439.535 Shares Due 3/30/26 Dividend Payable 03/30/26	1,455.65
Cohen & Steers Instl Realty Shares 19247U106		
03/31/2026	0.348 USD/Share On 2,097.999 Shares Due 3/31/26 Dividend Payable 03/31/26	730.10
Dodge Cox Income 256210105		
03/25/2026	0.1345 USD/Share On 17,229.767 Shares Due 3/26/26 Dividend Payable 03/26/26	2,317.40
Ishares Core U.S. Aggregate Bond Etf 464287226		
03/05/2026	0.316377 USD/Share On 3,420 Shares Due 3/5/26	1,082.01
Lazard Cl List Infrastr Inst 52106N459		
03/20/2026	0.13018 USD/Share On 3,500.778 Shares Due 3/23/26 Dividend Payable 3/23/26	455.73
Nyli Cbre Global Infrastructure 56064L280		

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PARS/CITY OF LINCOLN 115P-PENSION

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
03/31/2026	0.05762 USD/Share On 3,886.757 Shares Due 3/31/26 Dividend Payable 03/31/26	223.95
Nyli MacKay High Yield Corp Bd Fd R6 56063N881		
03/31/2026	0.02765 USD/Share On 21,096.224 Shares Due 3/31/26 Dividend Payable 03/31/26	583.31
Pgim Total Return Bond Cl R6 74440B884		
03/31/2026	Dividend From 3/1/26 To 3/31/26	883.32
Schwab U S Large Cap Etf 808524201		
03/30/2026	Schwab U S Large Cap Etf 0.0732 USD/Share On 34,811 Shares Due 3/30/26	2,548.17
Voya Intermediate Bond Fund Class R6 92913L569		
03/31/2026	Dividend From 3/1/26 To 3/31/26	546.70
Total Dividends		**10,826.34**

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PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Administrative Expenses		
Contract Administrator Fees		
Administrative Fee		
03/30/2026	Paid To Phase II Systems Pars Trust Admin Fee Per Directive Dated 03/27/26	- 683.38
Total Administrative Fee		**- 683.38**
Total Contract Administrator Fees		**- 683.38**
Total Administrative Expenses		**- 683.38**
Trust Fees		
Trust Fees		
03/26/2026	Collected Charged For Period 02/01/2026 Thru 02/28/2026	- 741.78
Total Trust Fees		**- 741.78**
Total Trust Fees		**- 741.78**
Total Plan Expenses		**- 1,425.16**

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PARS/CITY OF LINCOLN 115P-PENSION

PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
03/03/2026	Purchased 232.36 Units Of First Am Govt Ob Fd Cl X Trade Date 3/3/26 31846V336	232.360	.00	- 232.36	232.36
03/05/2026	Purchased 1,082.01 Units Of First Am Govt Ob Fd Cl X Trade Date 3/5/26 31846V336	1,082.010	.00	- 1,082.01	1,082.01
03/30/2026	Purchased 2,548.17 Units Of First Am Govt Ob Fd Cl X Trade Date 3/30/26 31846V336	2,548.170	.00	- 2,548.17	2,548.17
Total First Am Govt Ob Fd Cl X		**3,862.540**	**.00**	**- 3,862.54**	**3,862.54**
Total Cash And Equivalents		**3,862.540**	**.00**	**- 3,862.54**	**3,862.54**
Mutual Funds-Equity					
03/31/2026	Purchased 14.809 Shares Cohen & Steers Instl Realty Shares @ 49.30 USD Through Reinvestment Of Cash Dividend Due 3/31/26 19247U106	14.809	.00	- 730.10	730.10
Total Cohen & Steers Instl Realty Shares		**14.809**	**.00**	**- 730.10**	**730.10**
03/20/2026	Purchased 24.345 Shares Lazard Cl List Infrastr Inst @ 18.72 USD Through Reinvestment Of Cash Dividend Due 3/23/26 52106N459	24.345	.00	- 455.73	455.73

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PARS/CITY OF LINCOLN 115P-PENSION

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Lazard Cl List Infrastr Inst		**24.345**	**.00**	**- 455.73**	**455.73**
03/31/2026	Purchased 13.945 Shares Nyli Cbre Global Infrastructure @ 16.06 USD Through Reinvestment Of Cash Dividend Due 3/31/26 56064L280	13.945	.00	- 223.95	223.95
Total Nyli Cbre Global Infrastructure		**13.945**	**.00**	**- 223.95**	**223.95**
Total Mutual Funds-Equity		**53.099**	**.00**	**- 1,409.78**	**1,409.78**
Mutual Funds-Fixed Income					
03/27/2026	Purchased 148.992 Shares Baird Aggregate Bond Fd Instl @ 9.77 USD Through Reinvestment Of Cash Dividend Due 3/30/26 057071854	148.992	.00	- 1,455.65	1,455.65
Total Baird Aggregate Bond Fd Instl		**148.992**	**.00**	**- 1,455.65**	**1,455.65**
03/25/2026	Purchased 182.329 Shares Dodge Cox Income @ 12.71 USD Through Reinvestment Of Cash Dividend Due 3/26/26 256210105	182.329	.00	- 2,317.40	2,317.40
Total Dodge Cox Income		**182.329**	**.00**	**- 2,317.40**	**2,317.40**
03/31/2026	Purchased 114.151 Shares Nyli MacKay High Yield Corp Bd Fd R6 @ 5.11 USD Through Reinvestment Of Cash Dividend Due 3/31/26 56063N881	114.151	.00	- 583.31	583.31
Total Nyli MacKay High Yield Corp Bd Fd R6		**114.151**	**.00**	**- 583.31**	**583.31**

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PARS/CITY OF LINCOLN 115P-PENSION

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
03/31/2026	Purchased 73.305 Shares Pgim Total Return Bond Cl R6 @ 12.05 USD Through Reinvestment Of Cash Dividend Due 3/31/26 74440B884	73.305	.00	- 883.32	883.32
Total Pgim Total Return Bond Cl R6		**73.305**	**.00**	**- 883.32**	**883.32**
03/31/2026	Purchased 62.409 Shares Voya Intermediate Bond Fund Class R6 @ 8.76 USD Through Reinvestment Of Cash Dividend Due 3/31/26 92913L569	62.409	.00	- 546.70	546.70
Total Voya Intermediate Bond Fund Class R6		**62.409**	**.00**	**- 546.70**	**546.70**
Total Mutual Funds-Fixed Income		**581.186**	**.00**	**- 5,786.38**	**5,786.38**
Total Purchases		**4,496.825**	**.00**	**- 11,058.70**	**11,058.70**

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PARS/CITY OF LINCOLN 115P-PENSION

Period from March 1, 2026 to March 31, 2026

SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS	PRIOR MARKET / PRIOR MARKET REALIZED GAIN/LOSS
Cash And Equivalents							
03/26/2026	Sold 741.78 Units Of First Am Govt Ob Fd Cl X Trade Date 3/26/26 31846V336	- 741.780	.00	741.78	- 741.78	.00	- 741.78 .00
03/30/2026	Sold 683.38 Units Of First Am Govt Ob Fd Cl X Trade Date 3/30/26 31846V336	- 683.380	.00	683.38	- 683.38	.00	- 683.38 .00
Total First Am Govt Ob Fd Cl X		**- 1,425.160**	**.00**	**1,425.16**	**- 1,425.16**	**.00**	**- 1,425.16 .00**
Total Cash And Equivalents		**- 1,425.160**	**.00**	**1,425.16**	**- 1,425.16**	**.00**	**- 1,425.16 .00**
Total Sales And Maturities		**- 1,425.160**	**.00**	**1,425.16**	**- 1,425.16**	**.00**	**- 1,425.16 .00**

SALES AND MATURITIES MESSAGES

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

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PARS/CITY OF LINCOLN POST EMPLOYMENT BENEFITS TRUST- OPEB

This statement is for the period from March 1, 2026 to March 31, 2026

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

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

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

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PARS/CITY OF LINCOLN 115P-OPEB

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PARS/CITY OF LINCOLN 115P-OPEB

Period from March 1, 2026 to March 31, 2026

MARKET AND COST RECONCILIATION

	03/31/2026 MARKET	03/31/2026 BOOK VALUE
Beginning Market And Cost	**20,552,904.24**	**18,813,223.99**
Investment Activity		
Interest	1,144.72	1,144.72
Dividends	54,287.52	54,287.52
Change In Unrealized Gain/Loss	- 963,114.71	.00
Net Accrued Income (Current-Prior)	152.00	152.00
Total Investment Activity	**- 907,530.47**	**55,584.24**
Plan Expenses		
Administrative Expenses*	- 3,438.06	- 3,438.06
Trust Fees	- 3,731.82	- 3,731.82
Total Plan Expenses	**- 7,169.88**	**- 7,169.88**
Net Change In Market And Cost	**- 914,700.35**	**48,414.36**
Ending Market And Cost	**19,638,203.89**	**18,861,638.35**

MARKET AND COST RECONCILIATION MESSAGES

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

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PARS/CITY OF LINCOLN 115P-OPEB

Period from March 1, 2026 to March 31, 2026

CASH RECONCILIATION

Beginning Cash	**.00**
Investment Activity	
Interest	1,144.72
Dividends	54,287.52
Cash Equivalent Purchases	- 19,401.02
Mutual Fund Purchases	- 36,031.22
Cash Equivalent Sales	7,169.88
Total Investment Activity	**7,169.88**
Plan Expenses	
Administrative Expenses*	- 3,438.06
Trust Fees	- 3,731.82
Total Plan Expenses	**- 7,169.88**
Net Change In Cash	**.00**
Ending Cash	**.00**

CASH RECONCILIATION MESSAGES

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

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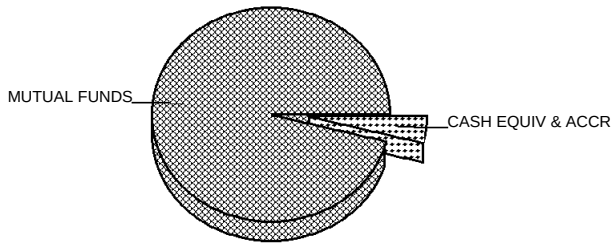
PARS/CITY OF LINCOLN 115P-OPEB

Period from March 1, 2026 to March 31, 2026

ASSET SUMMARY

ASSETS	03/31/2026 MARKET	03/31/2026 BOOK VALUE	% OF MARKET
Cash And Equivalents	432,477.89	432,477.89	2.20
Mutual Funds-Equity	11,989,984.93	11,101,835.52	61.05
Mutual Funds-Fixed Income	7,214,444.35	7,326,028.22	36.74
Total Assets	**19,636,907.17**	**18,860,341.63**	**99.99**
Accrued Income	1,296.72	1,296.72	0.01
Grand Total	**19,638,203.89**	**18,861,638.35**	**100.00**

Estimated Annual Income **569,486.28**



ASSET SUMMARY MESSAGES

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

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PARS/CITY OF LINCOLN 115P-OPEB

Period from March 1, 2026 to March 31, 2026

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl X 31846V336 Asset Minor Code 1	432,477.890	432,477.89 1.0000	432,477.89	.00 .00	432,477.89 .00	1,296.72 3.57
Total Money Markets	**432,477.890**	**432,477.89**	**432,477.89**	**.00** **.00**	**432,477.89** **.00**	**1,296.72** **3.57**
Total Cash And Equivalents	**432,477.890**	**432,477.89**	**432,477.89**	**.00** **.00**	**432,477.89** **.00**	**1,296.72** **3.57**
Mutual Funds						
Mutual Funds-Equity						
Cohen & Steers Instl Realty Shares 19247U106 Asset Minor Code 98	10,823.266	533,587.01 49.3000	565,170.16	- 31,583.15 - 34,499.17	533,191.14 395.87	.00 3.09
Columbia Small Cap Growth Inst3 19765Y340 Asset Minor Code 98	5,186.379	171,928.46 33.1500	167,423.65	4,504.81 - 16,337.10	173,125.22 - 1,196.76	.00 0.00
Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	38,581.281	1,455,285.92 37.7200	1,498,691.15	- 43,405.23 - 69,832.12	1,499,450.04 - 44,164.12	.00 0.47
Fidelity International Index Fund 315911727 Asset Minor Code 98	22,679.075	1,392,041.62 61.3800	1,189,177.75	202,863.87 - 124,734.92	1,301,402.47 90,639.15	.00 6.25
Fidelity Emerging Markets Index Fund 316146331 Asset Minor Code 98	72,199.595	1,021,624.27 14.1500	879,926.59	141,697.68 - 107,577.40	879,926.59 141,697.68	.00 2.28

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Emerald Growth Institutional 317609253 Asset Minor Code 98	5,987.049	179,012.77 29.9000	173,316.71	5,696.06 - 14,428.78	175,090.02 3,922.75	.00 0.00
Goldman Sachs Gqg Ptnrs Intl Opps R6 38147N269 Asset Minor Code 98	23,650.953	556,506.92 23.5300	536,179.61	20,327.31 - 30,746.24	535,238.76 21,268.16	.00 2.45
Lazard Cl List Infrastr Inst 52106N459 Asset Minor Code 98	17,697.501	341,561.77 19.3000	289,331.27	52,230.50 - 24,534.50	317,668.25 23,893.52	.00 3.10
Mfs International Growth R6 552746356 Asset Minor Code 98	11,175.750	512,184.62 45.8300	517,654.75	- 5,470.13 - 55,990.51	533,620.81 - 21,436.19	.00 1.12
Nyli Cbre Global Infrastructure 56064L280 Asset Minor Code 98	19,577.924	314,421.46 16.0600	272,090.91	42,330.55 - 16,776.82	279,580.50 34,840.96	.00 1.89
Pimco Rae US Small Instl 72202L421 Asset Minor Code 98	31,747.178	373,029.34 11.7500	387,373.32	- 14,343.98 - 16,191.06	387,373.32 - 14,343.98	.00 1.15
Putnam Core Equity Fund Y 74676P839 Asset Minor Code 98	13,888.697	649,852.13 46.7900	611,965.97	37,886.16 - 35,416.18	629,126.81 20,725.32	.00 1.17
Schwab U S Large Cap Etf 808524201 Asset Minor Code 94	175,076.000	4,488,948.64 25.6400	4,013,533.68	475,414.96 - 248,607.92	4,278,857.44 210,091.20	.00 1.17
Total Mutual Funds-Equity	**448,270.648**	**11,989,984.93**	**11,101,835.52**	**888,149.41** **- 795,672.72**	**11,523,651.37** **466,333.56**	**.00** **1.94**
Mutual Funds-Fixed Income						
Baird Aggregate Bond Fd Instl 057071854 Asset Minor Code 99	208,530.273	2,051,937.89 9.8400	2,090,527.43	- 38,589.54 - 45,660.00	2,054,513.81 - 2,575.92	.00 4.18

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Period from March 1, 2026 to March 31, 2026

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ADJ PRIOR MARKET / ADJ PRIOR MARKET UNREALIZED GAIN/LOSS	ENDING ACCRUAL YIELD ON MARKET
Dodge Cox	87,485.062	1,112,809.99	1,131,026.56	- 18,216.57	1,106,218.01	.00
Income		12.7200		- 35,484.12	6,591.98	4.28
256210105 Asset Minor Code 99						
Ishares Core	17,197.000	1,707,146.19	1,723,047.59	- 15,901.40	1,706,782.40	.00
U.S. Aggregate Bond Etf		99.2700		- 36,629.61	363.79	3.94
464287226 Asset Minor Code 95						
Nyli MacKay	106,681.143	545,140.64	558,555.11	- 13,414.47	554,936.26	.00
High Yield Corp Bd Fd R6		5.1100		- 7,427.49	- 9,795.62	6.56
56063N881 Asset Minor Code 99						
Pgim Total	91,976.461	1,108,316.36	1,131,307.01	- 22,990.65	1,107,767.03	.00
Return Bond Cl R6		12.0500		- 26,571.42	549.33	4.65
74440B884 Asset Minor Code 99						
Voya	78,663.616	689,093.28	691,564.52	- 2,471.24	691,608.79	.00
Intermediate Bond Fund Class R6		8.7600		- 15,669.35	- 2,515.51	4.71
92913L569 Asset Minor Code 99						
Total Mutual Funds-Fixed	**590,533.555**	**7,214,444.35**	**7,326,028.22**	**- 111,583.87**	**7,221,826.30**	**.00**
Income				**- 167,441.99**	**- 7,381.95**	**4.43**
Total Mutual Funds	**1,038,804.203**	**19,204,429.28**	**18,427,863.74**	**776,565.54**	**18,745,477.67**	**.00**
				- 963,114.71	**458,951.61**	**2.88**
Total Assets	**1,471,282.093**	**19,636,907.17**	**18,860,341.63**	**776,565.54**	**19,177,955.56**	**1,296.72**
				- 963,114.71	**458,951.61**	**2.89**
Accrued Income	**.000**	**1,296.72**	**1,296.72**			
Grand Total	**1,471,282.093**	**19,638,203.89**	**18,861,638.35**			

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ASSET DETAIL MESSAGES

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

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

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

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

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

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PARS/CITY OF LINCOLN 115P-OPEB

Period from March 1, 2026 to March 31, 2026

INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
432,477.890	First Am Govt Ob Fd Cl X 31846V336		04/01/26	0.04	1,144.72	1,296.72	1,144.72	1,296.72
Total Cash And Equivalents					**1,144.72**	**1,296.72**	**1,144.72**	**1,296.72**
Mutual Funds-Equity								
10,823.266	Cohen & Steers Instl Realty Shares 19247U106	03/31/26	03/31/26	1.52	.00	3,740.10	3,740.10	.00
17,697.501	Lazard Cl List Infrastr Inst 52106N459	03/20/26	03/23/26	0.60	.00	2,287.95	2,287.95	.00
19,577.924	Nyli Cbre Global Infrastructure 56064L280	03/31/26	03/31/26	0.30	.00	1,124.05	1,124.05	.00
175,076.000	Schwab U S Large Cap Etf 808524201	03/25/26	03/30/26	0.30	.00	12,815.56	12,815.56	.00
Total Mutual Funds-Equity					**.00**	**19,967.66**	**19,967.66**	**.00**
Mutual Funds-Fixed Income								
208,530.273	Baird Aggregate Bond Fd Instl 057071854	03/27/26	03/30/26	0.41	.00	7,298.84	7,298.84	.00
87,485.062	Dodge Cox Income 256210105	03/25/26	03/26/26	0.54	.00	11,643.53	11,643.53	.00
17,197.000	Ishares Core U.S. Aggregate Bond Etf 464287226	03/02/26	03/05/26	3.91	.00	5,440.74	5,440.74	.00
106,681.143	Nyli MacKay High Yield Corp Bd Fd R6 56063N881	03/31/26	03/31/26	0.34	.00	2,933.86	2,933.86	.00
91,976.461	Pgim Total Return Bond Cl R6 74440B884	12/22/22	03/31/26	0.56	.00	4,227.63	4,227.63	.00

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
78,663.616	Voya Intermediate Bond Fund Class R6 92913L569	03/31/26	03/31/26	0.41	.00	2,775.26	2,775.26	.00
Total Mutual Funds-Fixed Income					**.00**	**34,319.86**	**34,319.86**	**.00**
Grand Total					**1,144.72**	**55,584.24**	**55,432.24**	**1,296.72**

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INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
First Am Govt Ob Fd Cl X 31846V336		
03/02/2026	Interest From 2/1/26 To 2/28/26	1,144.72
Total Interest		**1,144.72**
Dividends		
Baird Aggregate Bond Fd Instl 057071854		
03/27/2026	0.035127 USD/Share On 207,783.206 Shares Due 3/30/26 Dividend Payable 03/30/26	7,298.84
Cohen & Steers Instl Realty Shares 19247U106		
03/31/2026	0.348 USD/Share On 10,747.402 Shares Due 3/31/26 Dividend Payable 03/31/26	3,740.10
Dodge Cox Income 256210105		
03/25/2026	0.1345 USD/Share On 86,568.97 Shares Due 3/26/26 Dividend Payable 03/26/26	11,643.53
Ishares Core U.S. Aggregate Bond Etf 464287226		
03/05/2026	0.316377 USD/Share On 17,197 Shares Due 3/5/26	5,440.74
Lazard Cl List Infrastr Inst 52106N459		
03/20/2026	0.13018 USD/Share On 17,575.281 Shares Due 3/23/26 Dividend Payable 3/23/26	2,287.95
Nyli Cbre Global Infrastructure 56064L280		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
03/31/2026	0.05762 USD/Share On 19,507.933 Shares Due 3/31/26 Dividend Payable 03/31/26	1,124.05
Nyli MacKay High Yield Corp Bd Fd R6 56063N881		
03/31/2026	0.02765 USD/Share On 106,107.002 Shares Due 3/31/26 Dividend Payable 03/31/26	2,933.86
Pgim Total Return Bond Cl R6 74440B884		
03/31/2026	Dividend From 3/1/26 To 3/31/26	4,227.63
Schwab U S Large Cap Etf 808524201		
03/30/2026	Schwab U S Large Cap Etf 0.0732 USD/Share On 175,076 Shares Due 3/30/26	12,815.56
Voya Intermediate Bond Fund Class R6 92913L569		
03/31/2026	Dividend From 3/1/26 To 3/31/26	2,775.26
Total Dividends		**54,287.52**

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PLAN EXPENSES

DATE	DESCRIPTION	CASH
Administrative Expenses		
Contract Administrator Fees		
Administrative Fee		
03/30/2026	Paid To Phase II Systems Pars Trust Admin Fee Per Directive Dated 03/27/26	- 3,438.06
Total Administrative Fee		**- 3,438.06**
Total Contract Administrator Fees		**- 3,438.06**
Total Administrative Expenses		**- 3,438.06**
Trust Fees		
Trust Fees		
03/26/2026	Collected Charged For Period 02/01/2026 Thru 02/28/2026	- 3,731.82
Total Trust Fees		**- 3,731.82**
Total Trust Fees		**- 3,731.82**
Total Plan Expenses		**- 7,169.88**

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PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
03/03/2026	Purchased 1,144.72 Units Of First Am Govt Ob Fd Cl X Trade Date 3/3/26 31846V336	1,144.720	.00	- 1,144.72	1,144.72
03/05/2026	Purchased 5,440.74 Units Of First Am Govt Ob Fd Cl X Trade Date 3/5/26 31846V336	5,440.740	.00	- 5,440.74	5,440.74
03/30/2026	Purchased 12,815.56 Units Of First Am Govt Ob Fd Cl X Trade Date 3/30/26 31846V336	12,815.560	.00	- 12,815.56	12,815.56
Total First Am Govt Ob Fd Cl X		**19,401.020**	**.00**	**- 19,401.02**	**19,401.02**
Total Cash And Equivalents		**19,401.020**	**.00**	**- 19,401.02**	**19,401.02**
Mutual Funds-Equity					
03/31/2026	Purchased 75.864 Shares Cohen & Steers Instl Realty Shares @ 49.30 USD Through Reinvestment Of Cash Dividend Due 3/31/26 19247U106	75.864	.00	- 3,740.10	3,740.10
Total Cohen & Steers Instl Realty Shares		**75.864**	**.00**	**- 3,740.10**	**3,740.10**
03/20/2026	Purchased 122.22 Shares Lazard Cl List Infrastr Inst @ 18.72 USD Through Reinvestment Of Cash Dividend Due 3/23/26 52106N459	122.220	.00	- 2,287.95	2,287.95

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PARS/CITY OF LINCOLN 115P-OPEB

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Lazard Cl List Infrastr Inst		**122.220**	**.00**	**- 2,287.95**	**2,287.95**
03/31/2026	Purchased 69.991 Shares Nyli Cbre Global Infrastructure @ 16.06 USD Through Reinvestment Of Cash Dividend Due 3/31/26 56064L280	69.991	.00	- 1,124.05	1,124.05
Total Nyli Cbre Global Infrastructure		**69.991**	**.00**	**- 1,124.05**	**1,124.05**
Total Mutual Funds-Equity		**268.075**	**.00**	**- 7,152.10**	**7,152.10**
Mutual Funds-Fixed Income					
03/27/2026	Purchased 747.067 Shares Baird Aggregate Bond Fd Instl @ 9.77 USD Through Reinvestment Of Cash Dividend Due 3/30/26 057071854	747.067	.00	- 7,298.84	7,298.84
Total Baird Aggregate Bond Fd Instl		**747.067**	**.00**	**- 7,298.84**	**7,298.84**
03/25/2026	Purchased 916.092 Shares Dodge Cox Income @ 12.71 USD Through Reinvestment Of Cash Dividend Due 3/26/26 256210105	916.092	.00	- 11,643.53	11,643.53
Total Dodge Cox Income		**916.092**	**.00**	**- 11,643.53**	**11,643.53**
03/31/2026	Purchased 574.141 Shares Nyli MacKay High Yield Corp Bd Fd R6 @ 5.11 USD Through Reinvestment Of Cash Dividend Due 3/31/26 56063N881	574.141	.00	- 2,933.86	2,933.86
Total Nyli MacKay High Yield Corp Bd Fd R6		**574.141**	**.00**	**- 2,933.86**	**2,933.86**

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
03/31/2026	Purchased 350.841 Shares Pgim Total Return Bond Cl R6 @ 12.05 USD Through Reinvestment Of Cash Dividend Due 3/31/26 74440B884	350.841	.00	- 4,227.63	4,227.63
Total Pgim Total Return Bond Cl R6		**350.841**	**.00**	**- 4,227.63**	**4,227.63**
03/31/2026	Purchased 316.811 Shares Voya Intermediate Bond Fund Class R6 @ 8.76 USD Through Reinvestment Of Cash Dividend Due 3/31/26 92913L569	316.811	.00	- 2,775.26	2,775.26
Total Voya Intermediate Bond Fund Class R6		**316.811**	**.00**	**- 2,775.26**	**2,775.26**
Total Mutual Funds-Fixed Income		**2,904.952**	**.00**	**- 28,879.12**	**28,879.12**
Total Purchases		**22,574.047**	**.00**	**- 55,432.24**	**55,432.24**

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PARS/CITY OF LINCOLN 115P-OPEB

Period from March 1, 2026 to March 31, 2026

SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS	PRIOR MARKET / PRIOR MARKET REALIZED GAIN/LOSS
Cash And Equivalents							
03/26/2026	Sold 3,731.82 Units Of First Am Govt Ob Fd Cl X Trade Date 3/26/26 31846V336	- 3,731.820	.00	3,731.82	- 3,731.82	.00	- 3,731.82 .00
03/30/2026	Sold 3,438.06 Units Of First Am Govt Ob Fd Cl X Trade Date 3/30/26 31846V336	- 3,438.060	.00	3,438.06	- 3,438.06	.00	- 3,438.06 .00
Total First Am Govt Ob Fd Cl X		**- 7,169.880**	**.00**	**7,169.88**	**- 7,169.88**	**.00**	**- 7,169.88 .00**
Total Cash And Equivalents		**- 7,169.880**	**.00**	**7,169.88**	**- 7,169.88**	**.00**	**- 7,169.88 .00**
Total Sales And Maturities		**- 7,169.880**	**.00**	**7,169.88**	**- 7,169.88**	**.00**	**- 7,169.88 .00**

SALES AND MATURITIES MESSAGES

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

STAFF REPORT

Item Number 13.F

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute Task Order Amendment No. 3 with Kimley-Horn for Engineering Design Services for the Ferrari Ranch Road Improvements Project (CIP 644). (Roland Neufeld)

SUBMITTED BY: Roland Neufeld

DEPARTMENT: Engineering

DATE: April 28, 2026

STAFF RECOMMENDATION:

Staff recommends City Council adopt a Resolution authorizing the City Manager to execute Task Order Amendment No. 3 with Kimley-Horn in the amount of $182,025 for the Ferrari Ranch Road Improvement Project (CIP 644) from unencumbered 2400 Funds within the project.

BACKGROUND/INTRODUCTION:

The Fiscal Year 2023/25 budget includes $10,00,000 from Fund 2400: Transportation Public Facilities Element (PFE) Fund and $28,000 from Fund 2230: Streets TDA Fund for services to design and construct the Ferrari Ranch Road Improvements Project (CIP 644).

The Ferrari Ranch Road Improvements Project will construct roundabouts at the Ferrari Ranch Road/Sun City Boulevard and Ferrari Ranch Road/Ingram Parkway intersections. The project will also widen Ferrari Ranch Road between Ingram Parkway and the existing bridge located approximately 1,000 feet east of Lincoln Boulevard. Additionally, the project will repave the roadway between the intersections of Ingram Parkway and Sun City Boulevard as well as between Sun City Boulevard and McBean Park Drive.

On March 26, 2024 the City of Lincoln awarded a contract to Kimley-Horn to design the Ferrari Ranch Road Improvements Project, through a Request for Proposal (RFP) process.

Staff have recently provided comments on a set of 65% project improvement plans, and Kimley-Horn are currently working towards a submittal of the 90% plans and specifications.

FINDINGS/ANALYSIS:

During the course of design, several unforeseen items have come up that require addressing.

Several monument signs and pilasters at the intersections of Ferrari Ranch Road with Sun City Boulevard and Ingram Parkway are in the way of the proposed project improvements and will need to be re-built in new locations. As-built plans of the existing monument signs are not available, therefore the signs will need to be re-designed by a landscape architect and structural engineer to ensure that the sign foundations are adequate and that the signs are designed to handle the necessary loads.

Additionally, during the pavement analysis it has been determined that a Full Depth Recycling (FDR) pavement treatment will provide additional roadway longevity over the more traditional grind and overlay treatment that was originally proposed. FDR design is very specialized and requires additional soil borings, laboratory testing and an FDR study in order to provide the requisite design parameters for the FDR design section and mixture.

Also, to comply with the Western Placer Storm Water Quality Design Manual, the project will need to address storm water hydromodification compliance for the re-paving effort between the intersections, which was not previously included in the design effort. Location and sizing of storm water quality improvements need to be designed and incorporated into the project for environmental compliance.

Lastly, through the course of design, it has been determined that PG&E and telecom utilities will be impacted by the project and will need to be relocated. As the utilities in question are within existing utility easements, the City of Lincoln will be required to pay for the relocation. To help facilitate this work, a joint trench sub-consultant is required to provide joint trench construction plans, coordinate with the various utility companies, and provide potholing services to determine the exact location and depth of the existing utilities.

Staff requested a scope and fee from Kimley-Horn to provide this additional work. Kimley-Horn provided a cost proposal in the amount of $182,025 for the work, which was determined to be acceptable given the nature of the work required (see Attachment A).

ENVIRONMENTAL REVIEW:

The Task Order with Kimley-Horn includes scope to conduct an environmental review of the project and provide the necessary environmental documents that would allow the project to move into construction.

FISCAL IMPACT:

The project is an approved Capital Improvement project for the biennium fiscal year 2023/25, funded from the Transportation Public Facilities Element (PFE) Fund and Streets TDA Fund.

The project is funded as follows:

Project Budget

Fund 2230 - Streets TDA Fund	$28,000
Fund 2400 – Transportation PFE Fund	$10,000,000
Total Project Budget	**$10,028,000**

Project Expenses

Original Engineering Design Contract (Kimley-Horn): Fund 2400	($943,523)
Engineering Design Amendment No. 2 (Kimley-Horn): Fund 2230	($28,000)
Engineering Design Amendment No. 3 (Kimley-Horn): Fund 2400	($182,025)
Environmental Mitigation (Estimate): Fund 2400	($396,652)
Construction Management & Inspection (Estimate): Fund 2400	($800,000)
Construction (Estimate): Fund 2400	($7,700,000)
Total Estimated Project Expenses	**($10,028,000)**

ATTACHMENTS:

Attachment A - Task Order.pdf

Resolution_-_FRR_Improvements_Project.doc

Engineering Department
On-Call Contract for Professional Services
Consultant: **Kimley-Horn & Associates, Inc.**
Project Name: **Ferrari Ranch Road Improvements Project**
(CIP 644) Task Order - Amendment # 3

Date Requested: **4/28/2026**
Purchase Order No:
Amendment: **#3**

This Task Order, authorized through the On-Call Contract by and between the City of Lincoln ("CITY"), and Kimley-Horn and Associates, Inc. ("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:*** Increase the scope of work related to the Ferrari Ranch Road Improvements Project. This amended task order will provide additional funding for hydromodification design, structural design for monuments and pilasters, Full Depth Recycling design, and utility potholing and relocation design, and as outlined in the attached scope of services.

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 Changes

Initial Authorization:	$ 800,000
Amendment # 1:	$ 143,523
Amendment #2:	$ 28,000
Amendment #3:	**$ 182,025**
Revised Total Project Budget:	$ 1,153,548

Account Code(s): **CIP644-804-80070 ($182,025) - Amendment #3**

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

Approved by:
City of Lincoln
Signature: _____
Name: Roland Neufeld
Title: Project Manager
Date: 4/14/2026

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

Approved by:
Kimley-Horn and Associates, Inc.
Signature: _____
Name: _____
Title: _____
Date: _____

Digitally signed by Matthew D. Weir, PE (CA PE No C70216), Senior Vice President
Date: 2026.04.15 11:40:05 -07'00'

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

This Task Order Amendment is executed this 28th day of April, 2026.

Amendment No. 3 - Scope of Services

Task 2: Preliminary Design Engineering – Site Investigation, Data Collection, & Records Research

Task 2.6.1: Hydromodification Compliance – Ferrari Ranch Road

This Amendment No. 3 Scope of Services addresses hydromodification compliance requirements for areas on Ferrari Ranch Road that are proposed for full depth recycling (FDR) pavement rehabilitation and outside the roundabout spheres of influence at Ingram Parkway and Sun City Boulevard.

Kimley-Horn will increase the study area of their one Preliminary and one Final Stormwater Quality Management Plan (SWQP) to include the study of additional replaced pavement not originally in the project design. It is understood the proposed project will still be governed by the Regulated Road and Hydromodification project categories. In addition to the original scope the SWQP will conceptually identify the locations and sizing for structural and non-structural Best Management Practices (BMPs) and Low Impact Development (LID) BMPs to treat the additional replaced area. It is anticipated that an additional 2.64 AC of Replaced Impervious Surface will be treated.

The following items will be performed in this task:

- Preparation of up to 4 additional of proposed condition SWQP treatment locations and construction details
- Additional Operations and Maintenance information if different types of BMPs are required as a result of the increased treatment area.
- An additional 10 sub-areas will be studied in addition to the eight sub-areas that are already included for inlet sizing and hydraulic calculations

Task 2.6.2: Water Quality Compliance – Del Webb Boulevard

Kimley-Horn will assess the new impervious area created by the roadway improvements at East Joiner Parkway at Del Webb Boulevard and prepare one Draft and one Final SWQP. It is anticipated that treatment of stormwater runoff will be required, but that hydromodification will not be triggered for this project. Kimley-Horn will prepare calculations to appropriately size the stormwater treatment.

Task 5: Final Design – Plans and Specifications

Kimley-Horn will prepare 'intent' design details to be included in the plans for installation of new Sun City Lincoln Hills median monuments and decorative pilasters on Ferrari Ranch Road at Ingram Parkway and Sun City Boulevard to match existing monuments and pilasters to the extent practical. The design plans will include sufficient detail for the City's construction contractor to prepare a material submittal package for City review, inclusive of signed, sealed structural calculations and color samples of stonework to be incorporated into the finished product. Kimley-Horn will prepare preliminary foundation design details. Final design and structural supporting calculations are not included in this Scope of Services as these will be contractor-furnished during construction.

<u>Deliverables:</u>

- *Landscape architectural plans illustrating monument and decorative pilaster intent details*

Task 9: Pavement Rehabilitation

~~*Task 9.2: Pavement Section Memorandum*~~ *(Removed from Scope of Services)*

~~Kimley-Horn will perform a geotechnical study using as-built drawings to evaluate new pavement overlay structural sections. Kimley-Horn's geotechnical subconsultant (Shannon & Wilson) will make one site visit to review areas of deep failure and will recommend a pavement section treatment to rehabilitate the existing asphalt concrete. We will submit a brief technical memorandum to the City in electronic (PDF) format.~~

Task 9.3: Full Depth Recycling with Cement (FDR-C) Pavement

Kimley-Horn's geotechnical subconsultant (Shannon & Wilson) will perform a geotechnical study by performing one day of field exploration to evaluate new FDR-C pavement structural sections. Shannon & Wilson will perform the following activities:

- Conduct a site visit to paint/stake exploration locations and coordinate with USA North 811 to clear excavation locations.
- Mobilize a drill rig to perform the subsurface field investigation work along the roadway.
- Advance four (4) soil borings, approximately 500 feet on center in alternating lanes, to a depth of 4 to 5 feet below ground surface to obtain disturbed representative soil samples for visual classification and later soil laboratory testing.
- Obtain multiple (between 2 and 4) asphalt concrete, base material, and subgrade samples at each boring location to a depth of 20 inches to use in the FDR-C mix designs.
- Backfill boreholes to a depth about 6-inches below ground surface with neat cement grout. The surface will be patched with Rapid Set concrete, dyed black where the existing asphalt concrete was penetrated.

Shannon & Wilson will submit samples for laboratory testing to include up to two Atterberg Limits, two R-value tests and two FDR-C mix designs. Actual testing will depend on soils encountered and samples collected during drilling. Shannon & Wilson will perform an FDR-C study to develop unconfined-compressive-strength-verses-percent-Type II-Portland-Cement-strength curves for different subgrade soil conditions along the project alignment generally following the Guide for Partial-and Full-Depth Pavement Recycling in California Manual developed by the University of California Pavement Research Center (UCPRC) and the Caltrans Highway Design Manual. Shannon & Wilson will provide HMA/FDR-C structural pavement sections for the design Traffic Indices (TI's).

Kimley-Horn will incorporate design details and recommended technical specifications into the overall contract documents.

<u>Deliverables:</u>

- *FDR-C Pavement Rehabilitation Letter*

Task 10: Utility Design

Task 10.1: Joint Trench Design

Kimley-Horn's joint trench subconsultant, Apex Utility Consultants, LLC, (Apex) will complete preliminary and final joint trench composite construction plans to address joint trench impacts on Ferrari Ranch Road at Ingram Parkway and Sun City Boulevard. Additionally, Apex will perform the following services:

1. Review project plans, perform visual site inspections and research existing utility facilities.
2. Coordinate with PG&E for relocation of existing PG&E electric facilities in conflict with the proposed roundabout construction, including the pad-mounted transformer and associated joint trench electrical supply lines.
3. Coordinate with Verizon/MCI for relocation and/or adjustment of existing communications boxes and facilities in conflict with the proposed roundabout construction.
4. Attend pre-engineering meetings with PG&E and Verizon/MCI, at the City's request, to review project details.
5. Attend design team meetings as necessary to facilitate development of preliminary joint trench routing and transformer/vault location plan.

Kimley-Horn will incorporate joint trench plans/details and recommended technical specifications into the overall contract documents.

Task 10.2: Utility Locating and Potholing

Kimley-Horn's utility locating subconsultant, 2M General Engineering, Inc. (2M), will provide hydro-vacuum potholing at up to 20 locations attempting to horizontally and vertically locate underground utilities. 2M will perform the following services:

1. Submit an 811 request to USA North.
2. Develop traffic control plans and implement traffic control to allow for potholing activities.
3. Pothole utilities, dispose of spoils, backfill holes, and cap with cold patch asphalt concrete (AC). Hot mix asphalt pavement restoration is excluded from this Scope of Services.
4. Provide a potholing log identifying the depth, size, and material of potholed utilities located in each pothole.
5. Following potholing operations, UNICO, our land surveyor, will mobilize a survey crew to tie down pothole locations to the topographic survey.

Kimley-Horn will revise plans and profiles to incorporate potholed utilities into the overall contract documents.

<u>Deliverables:</u>

- *Joint trench construction plans*
- *Utility coordination with PG&E and Verizon/MCI*
- *Pothole log*

CITY OF LINCOLN

Ferrari Ranch Road Improvements Project (CIP 644) - Amendment No. 3

		Kimley-Horn and Associates, Inc.										Subconsultants				
	Category/Title	Sr. Professional II	Sr. Professional I	Sr. Professional I	Professional	Analyst II	Analyst I	Project Support	Kimley Horn Total Hours	Kimley-Horn Total Labor	Kimley-Horn Expenses	Unico Engineering Total Cost	2M General Engineering Total Cost	APEX Total Cost	Shannon & Wilson Total Cost	TOTAL PROJECT COST
	Billing Rate	$462	$373	$341	$289	$257	$200	$173								
Task 2	**Preliminary Design Engineering – Site Investigation, Data Collection, Records Research**	**2**	**5**	**18**	**10**	**40**	**35**		**110**	**$ 29,090.25**		**$ -**	**$ -**	**$ -**	**$ -**	**$ 29,090.25**
2.6.1	Hydromodification Compliance - Ferrari Ranch	2	5	18	10	40	35		110	$ 29,090.25						$ 29,090.25
2.6.2	Water Quality Compliance - Del Webb	0	0	0	0	0	0	0		$ -						$ -
Task 5	**Final Design – Plans and Specifications**	**2**	**5**	**5**	**20**	**40**	**10**		**82**	**$ 22,554.00**		**$ -**	**$ -**	**$ -**	**$ -**	**$ 22,554.00**
	Pilaster / Monument Design	2	5	5	20	40	10		82	$ 22,554.00						$ 22,554.00
Task 9	**Pavement Rehabilitation**	**2**	**5**	**5**	**5**	**20**	**25**	**10**	**72**	**$ 17,802.75**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,539**	**$ 39,341.85**
9.3	Full Depth Recycling with Cement Pavement	2	5	5	5	20	25	10	72	$ 17,802.75	$ -				$ 21,539.10	$ 39,341.85
Task 10	**Utility Design**		**12**	**10**		**40**	**10**	**30**	**102**	**$ 25,368.00**		**$ 3,300**	**$ 45,540**	**$ 16,830**	**$ -**	**$ 91,038.00**
10.1	Joint Trench Design		5	10		20	10	10	55	$ 14,148.75				$ 16,830.00		$ 30,978.75
10.2	Utility Locating and Potholing		7			20		20	47	$ 11,219.25		$ 3,300.00	$ 45,540.00			$ 60,059.25
	TOTAL HOURS	**6**	**27**	**38**	**35**	**140**	**80**	**40**	**366**							
	Subtotal Labor and Expenses:	**$2,772**	**$10,064**	**$12,968**	**$10,106**	**$36,015**	**$15,960**	**$6,930**		**$ 94,815.00**	**$ -**	**$ 3,300**	**$ 45,540**	**$ 16,830**	**$ 21,539**	**$ 182,024.10**

RESOLUTION 2026 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER AMENDMENT NO. 3 WITH KIMLEY-HORN IN THE AMOUNT OF $182,025 FOR DESIGN OF THE FERRARI RANCH ROAD IMPROVEMENTS PROJECT

WHEREAS, the Fiscal Year 2023/25 Budget includes $10,028,000 for CIP 644: Ferrari Ranch Road Improvements Project; and

WHEREAS, the project is funded by Fund 2400: Transportation PFE funds and Fund 2300: Streets TDA Funds; and

WHEREAS, the Ferrari Ranch Road Improvements Project will construct roundabouts at the Ferrari Ranch Road/Sun City Boulevard and Ferrari Ranch Road/Ingram Parkway intersections, will also widen Ferrari Ranch Road between Ingram Parkway and the existing bridge located approximately 1,000 feet east of Lincoln Boulevard, and repave the roadway between the existing bridge and McBean Park Drive; and

WHEREAS, during design several items have been raised that require additional design effort including hydromodification design to account for the roadway repaving between the intersections, monument sign and pilaster design, Full Depth Recycling (FDR) design for the roadway repaving, and utility potholing and relocation design; and

WHEREAS, the engineering design consultant for the project, Kimley-Horn & Associates, Inc., provided a scope and fee to perform the additional design work that Engineering Department staff have determined to be acceptable given the nature of the work.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of the City of Lincoln authorizes the City Manager to execute Task Order Amendment No. 3 with Kimley-Horn and Associates Inc. in the amount of $182,025 for Ferrari Ranch Road Improvements Project from unencumbered 2400 Funds within the project.

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 13.G

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Pacific Gas and Electric (PG&E) Distribution Easement at McBean Park to Facilitate Permanent Utility Service to an Existing Telecommunications Facility. (Matthew Medill)

SUBMITTED BY: Matthew Medill

DEPARTMENT: Public Works

DATE: April 28, 2026

STAFF RECOMMENDATION:
Adopt a Resolution authorizing the City Manager to execute a Pacific Gas and Electric (PG&E) Distribution Easement at McBean Park to facilitate permanent utility service to an existing telecommunications facility.

BACKGROUND/INTRODUCTION:
Pacific Gas and Electric (PG&E) has identified that the existing utility easement associated with the AT&T telecommunications facility located at McBean Park does not provide sufficient land rights to accommodate PG&E's requirements for permanent electrical service to the site.

To address this, PG&E has prepared a Distribution Easement document that establishes the necessary right-of-way to support utility infrastructure serving the telecommunications facility. Execution of this easement is required in order for AT&T to secure permanent electrical service for the site.

FINDINGS/ANALYSIS:
The proposed PG&E Distribution Easement is located entirely within the boundaries of the existing AT&T access and utility easement previously granted for the telecommunications facility at McBean Park. As such, the proposed easement does not expand the footprint of existing easement rights nor does it introduce new encumbrances outside of the already designated utility corridor.

Approval of the easement will:

- Facilitate the provision of permanent electrical service to an existing telecommunications facility;
- Support continued operation and reliability of telecommunications infrastructure serving the community;
- Maintain consistency with previously established access and utility easement rights.

Because the easement is confined within an existing easement area, staff has determined that there are no additional impacts to City-owned property beyond those already contemplated under the current easement framework.

Consequently, execution of the PG&E Distribution Easement is a necessary administrative step to allow PG&E to proceed with utility service installation and ensure the long-term functionality of the telecommunications site.

FISCAL IMPACT:
There is no significant fiscal impact to the City of Lincoln for processing and recordation of the document, expenses will be limited to minor administrative costs and minimal recording fees.

ATTACHMENTS:
Attachment 2 Easement Deed.pdf

Attachment_1_Resolution.docx

Distribution Electric and Gas Easement Version 1.1 (Rev.09/25)

RECORDING REQUESTED BY AND RETURN TO:

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

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

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2112-06-11502 EASEMENT DEED

PM# 35621605

CITY OF LINCOLN, a municipal corporation,

("**Grantor**"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantee**"), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Lincoln, County of Placer, State of California, described as follows:

(APN 008-330-001)

The parcel of land described in the deed from J. V. Pacheco and others to The City of Lincoln dated March 1957 and recorded in Book 729 Official Records at Page 215, Placer County Records.

The facilities and easement area are described as follows:

Underground and aboveground facilities, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy, conveyance of gas, communication, and other public utility purposes, all to be located within the strip of land of the varying width along the alignment of the facilities as initially installed hereunder. The approximate location of facilities are shown upon Grantee's Drawing No. L-12-06-15 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will, at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip of land.

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

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

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

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

Grantor acknowledges that they have read the “Grant of Easement Disclosure Statement”, EXHIBIT “A”, attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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

Dated: _____, _____.

CITY OF LINCOLN, a municipal corporation

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing grant of easement.

By_____

By_____

Name_____

Title_____

By_____

Name_____

Title_____

Attach to LD: 2112-06-11502
The Area, Region or Location (operating area): 6
Land Service Office: Auburn
Business Doc Type: Electric Underground Easements (4)
MTRSQ: 21.12.06.15.21
Lat/Lon: 38.888936, -121.287102
FERC License Number(s): N/A
PG&E Drawing Number(s): L-12-06-15
PLAT NO.: U3014
LD of any affected documents N/A
LD of any Cross-referenced documents
TYPE OF INTEREST: Electric Distribution (43)
SBE Parcel Number N/A
(For Quitclaims, % being quitclaimed): N/A
Order # or PM #: 35621605
JCN: N/A
County: Placer
Utility Notice Numbers (if applicable) N/A
851 Approval Application No.N/A Decision, N/A
Prepared By: MY10
Checked By: LEPH
Approved By: N/A
Revised by: N/A
pw:\\pge-pw.bentley.com:pge-pw-01\Documents\LS&ES\Distribution-North Valley\Auburn\Active\35621605_AD TELCO EP 61 MCBEAN PARK DR, LINCOLN\

THIS PAGE TO BE RECORDED WITH THE DOCUMENT

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

State of California

County of _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

_____,

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

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

WITNESS my hand and official seal.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

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

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

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

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

[ ] Other _____

EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

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

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

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

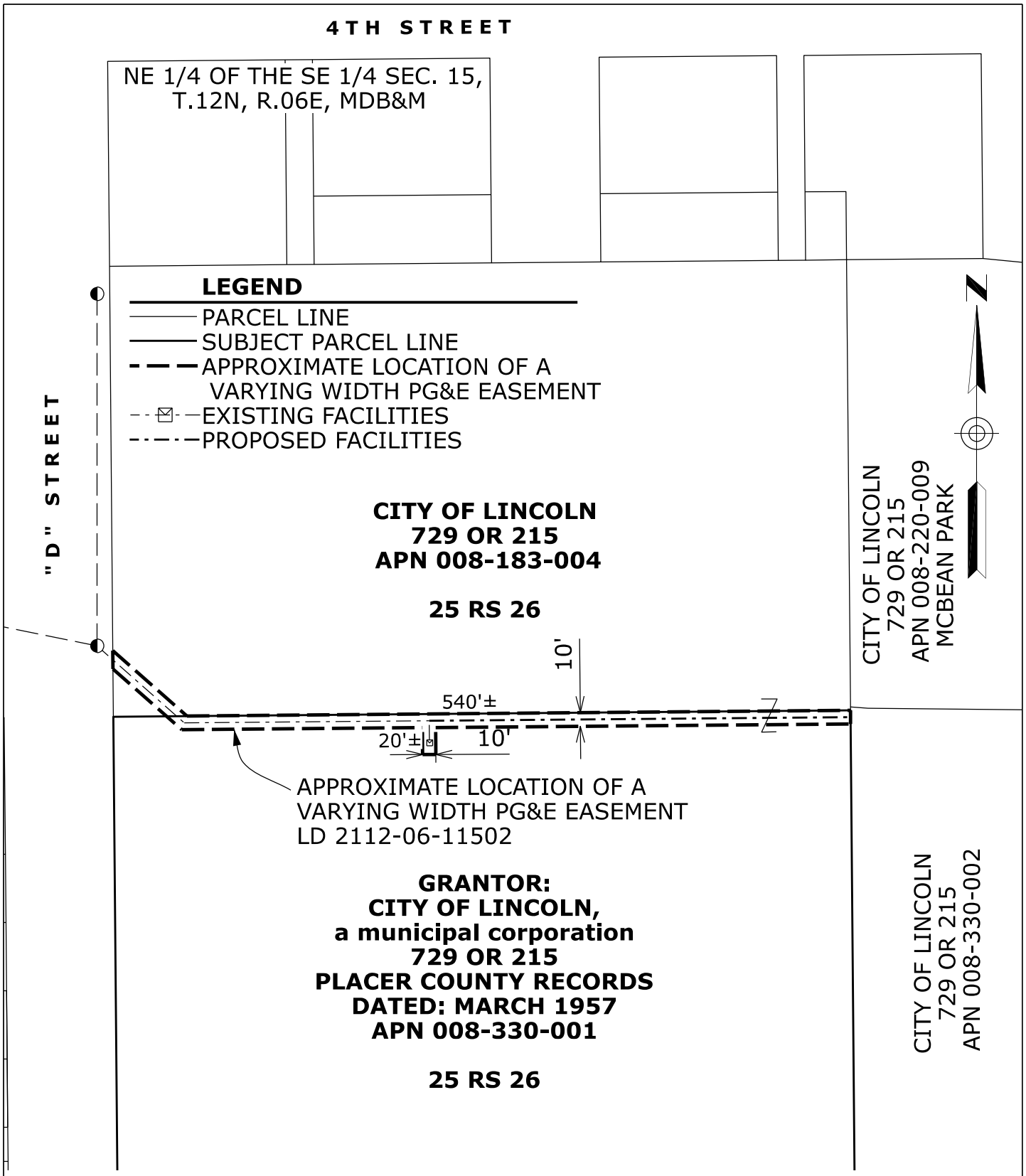
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.

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

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

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

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



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

Applicant: TELCO–SERVICE EXTENSION–75 MCBEAN PARK DR., LINCOLN				SCALE 1"=100'	DATE 02/04/26
SECTION NE1/4 OF SE1/4 15	TOWNSHIP 12N	RANGE 06E	MERIDIAN MDB&M	COUNTY OF: PLACER	CITY OF: LINCOLN
				F.B.: N/A DR.BY: MY10	CH.BY: LEPH
PLAT MAP REFERENCES (E) U3014 25 RS 26			PG&E	SIERRA DIVISION	35621605 AUTHORIZ	L–12–06–15 DRAWING NO.

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE EXECUTION OF A PACIFIC GAS AND ELECTRIC COMPANY (PG&E) DISTRIBUTION EASEMENT AT MCBEAN PARK.

WHEREAS, the City of Lincoln ("City") is the owner of certain real property located at McBean Park; and

WHEREAS, Pacific Gas and Electric Company (PG&E) has determined that the existing AT&T utility easement does not provide sufficient land rights to accommodate PG&E's requirements for electrical service to the telecommunications facility; and

WHEREAS, PG&E has prepared a Distribution Easement document establishing the necessary right-of-way for installation, operation, and maintenance of electrical utility facilities; and

WHEREAS, the granting of the PG&E Distribution Easement will facilitate the provision of permanent electrical service and support the continued operation and reliability of telecommunications infrastructure serving the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln that the City Manager is hereby authorized to execute and notarize an easement deed, in a form approved by the City Attorney, along with any related documents necessary to effectuate the intent of this Resolution, and the City Clerk is hereby directed to attest to the execution thereof.

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 13.H

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Public Facilities Element Fee Credit Agreement with JEN California 24, LLC. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: Community Development

DATE: April 28, 2026

STAFF RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a Public Facilities Element Fee Credit Agreement with JEN California 24, LLC for Transportation and Parks/Trails PFE Facilities associated with the Joiner Ranch East project subject to legal review.

BACKGROUND/INTRODUCTION:

The Joiner Ranch East project located at the southeast corner of Nicolaus Road and Joiner Parkway (the "Project") includes Public Facilities Element ("PFE") facilities that will serve the Project and other areas of the City. As a condition of development for the Project, JEN California 24, LLC (the "Developer") is required to construct the PFE facilities identified in Exhibit A of the PFE Fee Credit Agreement (the "Agreement") that is included as Attachment B to this report and will earn PFE fee credits accordingly. These PFE fee credits may be used to offset the Project's PFE fee obligation pursuant to the City of Lincoln's current PFE Nexus Study.

FINDINGS/ANALYSIS:

City staff has coordinated with the Developer to prepare the PFE credit values for the PFE facilities included in the Agreement based on best available data at this time. Since the PFE facilities have already been accepted by the City, a final "true-up" of actual costs will not be needed and the credit values included in the attached Agreement may be considered final. The final credit values awarded to the Developer do not exceed the cost estimate assumed for the facilities in the preparation of the PFE Nexus Study, including the annual inflationary adjustments applied as part of the PFE Fee Program.

FISCAL IMPACT:

The Developer will be granted a final PFE credit value of $242,051 for the Project in accordance with the terms of the Agreement. These earned PFE fee credits may be applied toward PFE fees for the Project that would otherwise be required to be paid at the time of

building permit issuance, and may be transferred to another landowner or reimbursed to the Developer by the City at a future date subject to availability of PFE funds pursuant to the Agreement.

ATTACHMENTS:
Joiner Ranch East PFE Credit Agreement (2026-03-30).docx

Joiner_Ranch_East_PFE_Credit_Resolution.docx

CITY OF LINCOLN

PUBLIC FACILITIES ELEMENT
FEE CREDIT AGREEMENT

JOINER RANCH EAST PROJECT WITHIN
THE JOINER RANCH GENERAL DEVELOPMENT PLAN AREA

JEN CALIFORNIA 24, LLC
TRANSPORTATION AND PARKS/TRAILS IMPROVEMENTS

This Public Facilities Element ("PFE") Fee Credit Agreement (the "Agreement") is entered into by and between the City of Lincoln (hereinafter the "City") and JEN California 24, a California limited liability company, and/or its successors in interest, (hereinafter the "Constructing Owner") as of the _____ day of _____, 2026 (the "**Effective Date**").

RECITALS

WHEREAS, the City previously created a comprehensive program to generate funding from new development to construct necessary backbone infrastructure and community services facilities (the "PFE Fee Program") pursuant to Chapter 18.99 of the Municipal Code and California Government Code Sections 66000 et seq. ("Mitigation Fee Act"); and

WHEREAS, on August 13, 1985, the City Council of City of Lincoln adopted the Joiner Ranch General Development Plan. Certain projects within the Joiner Ranch General Development Plan Area (the "Plan Area") are required to construct PFE facilities and provisions for these projects to earn PFE Fee Credits exist per the City's PFE Implementation Plan and Policies adopted on October 28, 2025 (the "PFE Policy"); and

WHEREAS, on May 11, 2021, the City Council of City of Lincoln adopted Ordinance 1034B, approving the Joiner Ranch General Development Plan Amendment which included rezoning and the approval of a Tentative Subdivision Map related to the Joiner Ranch East project located at the southeast corner of Nicolaus Road and Joiner Parkway and within the Plan Area (the "Project"); and

WHEREAS, Constructing Owner is developing the Project including PFE facilities and improvements that will serve the Project and other areas of the City; and

WHEREAS, the overall list of PFE facilities and improvements are identified in the most recently adopted version of the nexus analysis, including the authorized annual adjustments, approved by the City Council to support the administration of the PFE Fee Program (hereafter the "PFE Nexus Study"); and

WHEREAS, Constructing Owner is required, as a condition of development of the Project, 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 plan sets titled Joiner Ranch East – Phase 1, dated July 22, 2024 and approved July 22, 2024, and Joiner Ranch – Phase 2, dated March 31, 2025 and approved on April 8, 2025 (hereinafter the "PFE Facilities"); and

WHEREAS, Municipal Code Section 18.99.040 and the PFE Policy allow for credits and reimbursements to the Constructing Owner that constructs specified PFE facilities and improvements as defined in the PFE Fee Program and as established in the PFE Nexus Study; and

WHEREAS, administration of the City's PFE Fee Program will be the responsibility of the City Engineer or their designee (the "Administrator"); and

WHEREAS, City has agreed to allow Constructing Owner to execute a contract to design and construct the PFE Facilities; and

WHEREAS, Constructing Owner has entered into a contract with A. Teichert & Sons, Inc. for construction of the PFE Facilities (the "Construction Contract"); and

WHEREAS, the PFE Fee Program includes a Critical component and Non-Critical component as defined in the PFE Nexus Study; and

WHEREAS, City and Constructing Owner now desire to enter into an Agreement to provide for allowable credits and future reimbursements from the Transportation and Parks/Trails PFE accounts, as defined and described in the PFE Policy, by the City to Constructing Owner for certain costs of design and construction of the PFE Facilities (the "PFE Fee Credits"), which PFE Fee Credits may, at Constructing Owner's discretion, be applied as credits at building permit against the PFE Fees on the terms set forth in this Agreement, reimbursed from the amount available for reimbursements from the PFE Fee Program, or transferred to a new owner with a written document approved in form and acknowledged by the City; 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(s) described thereto in the PFE Policy.

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 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 regarding 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 from the City PFE accounts for the 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 not less than one hundred (100%) percent of the estimated cost of the work in the Engineer's Preliminary Estimate (see **Exhibit A**) and as approved by the City Engineer as being a reasonable estimate of the fair market cost of the work, 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 not less than one hundred (100%) percent of the estimated cost of the work in the Engineer's Preliminary Estimate (see **Exhibit A**) and as approved by the City Engineer as being a reasonable estimate of the fair market cost of the work, 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 not less than fifteen (15%) percent of the actual cost of the work performed, including but not limited to the 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 by 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 10 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 10.

"Hard Costs" could include the costs of (i) construction of the PFE Facilities, based on the price included in the applicable 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 and approved by the City Engineer based on best available cost data and supporting documentation submitted by the Developer. In no event shall the PFE Fee Credits 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 credit or reimbursement under this Agreement.

“Soft Costs" could include the costs of planning, design, and financing of the PFE Facilities, 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 and approved by the City Engineer based on best available cost data and supporting documentation submitted by the Developer. In no event shall the PFE Fee Credits 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 credit or reimbursement 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 initially set forth on **Exhibit B** upon execution of this Agreement.

In the event of any disagreement between the Constructing Owner and the Administrator 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 into 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 Total Eligible Costs (or the disputed amount thereof) will be deferred until such disagreement is resolved by the Constructing Owner and the City. If the Constructing Owner and the Administrator 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 31 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 Constructing Owner after the Effective Date of this Agreement for potential refund upon resolution of such Total Eligible Cost dispute. The amount of PFE Fee Credits retained pending resolution of any Total Eligible Cost dispute shall not exceed the disputed amount. Upon resolution of any Total Eligible Cost dispute, and within twenty (20) business days of resolution of the Total Eligible Cost 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 amended **Exhibit B** to retroactively apply any portion of such PFE Fee Credit to 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 Total Eligible Cost dispute. If Constructing Owner does not elect within such time to have any of the PFE Fee Credits applied to the Project, then any PFE Fees previously collected and retained from the Constructing Owner during such period shall remain eligible for future credit 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 Project in accordance with the PFE Policy, or (2) may be requested for reimbursement from the applicable PFE account in accordance with the PFE Policy, or (3) may be transferred to another landowner within the Plan Area.

If Constructing Owner finances the PFE Facilities with bond proceeds from a Community Facilities District, the PFE Fee Credits must be applied towards the payment of PFE Fees for the Project or another eligible project, in accordance with the PFE Policy. Reimbursements from the applicable PFE account(s) are not permissible under this scenario.

SECTION 7. PRIORITY FOR REIMBURSEMENT FOR PFE FEE CREDITS

If the updated credit value determined by the "true-up" process described in Section 10 and the PFE Policy (the "Final Credit Value") exceeds the PFE Fee obligation for the Project, the Constructing Owner may request reimbursement from the PFE Fee account corresponding to the PFE Fee Category in which the applicable credits were earned, subject to availability of funds as determined by the City. Reimbursements shall be made on a "first-in, first-out" basis, with highest priority given to the PFE facilities and improvements with the earliest City acceptance date and with an approved PFE Credit Agreement. The Constructing Owner may also request to transfer the rights to PFE Fee Credits to another landowner within the Plan Area subject to approval from the City Manager, which approval shall not be unreasonably withheld. To transfer the rights to PFE Fee Credits to another landowner within the Plan Area, the Constructing Owner must coordinate with the City to complete, approve, and execute the Certification and Assignment of Fee Credits included hereto as **Exhibit C**.

Requested reimbursements for excess PFE Fee Credits shall be paid out first for the PFE facilities and improvements with the earliest priorities as described above, until paid in full (i.e., the constructing owner of a PFE facility or improvement with an earlier priority shall receive all available funds in the applicable PFE account until paid in full prior to any reimbursements being paid for a PFE facility or improvement with a later priority. If two or more constructing owners have the same priority ("Equal-Priority Constructing Owners"), after payment in full on any reimbursement for an earlier priority, the reimbursements to such Equal-Priority Constructing Owners shall be paid out pro rata based on the relative amount of the 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 has requested reimbursements for a PFE facility or improvement with the same priority as the PFE Facilities under this Agreement, then such payment would be divided between the Constructing Owner and the other constructing owner in proportion to the relative amounts of the reimbursements then requested under the respective agreements.

In accordance with the applicable established 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 applicable PFE account are collected. 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 applicable PFE account.

SECTION 8. TRANSFER OF PFE FEE CREDITS

PFE Fee Credits are personal to the 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, Constructing Owner may, at its sole option and discretion, assign the rights to the PFE Fee Credits, including the right to request reimbursements against the applicable PFE account, 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 monetary obligation to be met before transfer of the PFE Fee Credits 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 PFE Fee Credits.

SECTION 9. ANNUAL ADJUSTMENTS TO PFE FEE CREDITS OR REIMBURSEMENTS

The PFE Fee Credits shall be adjusted on an annual basis and the estimated cost of the PFE Facilities shall be adjusted annually pursuant to the PFE Policy. The adjusted amount shall be used to determine the Total Eligible Costs for any credits or reimbursements applied or received until the next annual adjustment.

SECTION 10. "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 City Engineer based on documentation thereof provided by Constructing Owner to the 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 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 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(s), 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 (4) 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 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. However, in no event shall the Final Credit Value awarded to the Constructing Owner upon final reconciliation exceed the cost estimate assumed for the PFE Facilities in the preparation of the PFE Nexus Study, including the annual inflationary adjustments applied as part of the PFE Fee Program.

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 PFE Fees exceeds the final amount of Total Eligible Costs that supported such PFE Fee Credits, then the Constructing Owner shall pay 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 paid.

In no event shall PFE Fee Credits exceed the amounts actually paid by the Constructing Owner for Total Eligible Costs. Any determination by the City Engineer under this Section shall be subject to the appeal rights set forth in Section 31 of this Agreement.

SECTION 11. FAILURE TO COMPLETE CONSTRUCTION

Failure to complete work within the scope of this Agreement may affect the priority status for the credit or reimbursement granted hereunder, may result in termination of the PFE Fee Credits and termination of the right to apply PFE Fee Credits, and may require payment 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 City acceptance of the PFE Facilities as determined by the City Engineer, which shall not be unreasonably withheld. A change in the priority for any reimbursement will be evaluated from the previously determined priority to the date of acceptance, which may affect priority for the reimbursement. Any determination by the Administrator to invoke the provisions of this Section shall be subject to the appeal rights set forth in Section 31 of this Agreement.

SECTION 12. 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 from 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, he or she may be present to observe the work in progress. If Constructing Owner fails to give such timely notice, any work done in the absence of a 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 from the City Engineer. Observation of the work or inspection by the City shall not relieve the 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 13. 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 with 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 14. 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 15. 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 16. 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 PFE Facilities as a condition of acceptance by the City.

SECTION 17. DELIVERY OF AS-BUILT PLANS AND SPECIFICATIONS

Prior to acceptance of the 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 18. INDEMNIFICATION

The Constructing Owner, by execution of this Agreement, specifically agrees to protect and assume the defense of, indemnify, and hold harmless the 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 the 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 the 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 19. 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 20. 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 of the 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 21. <u>BINDING ON SUCCESSORS AND ASSIGNS</u>

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

SECTION 22. <u>ATTORNEY'S FEES</u>

If any suit, action or proceeding in law or equity (except for the dispute resolution process set forth herein) is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

SECTION 23. <u>AUTHORITY TO ENTER INTO AGREEMENT</u>

Constructing Owner and City certify that they have the authority and are legally empowered to enter into this Agreement on behalf of their entity and to bind their party to the performance of its obligations hereunder.

SECTION 24. <u>NOTICES</u>

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: City Engineer
600 Sixth Street
Lincoln, CA 95648
Telephone: (916) 434-2400
Facsimile: (916) _____

With a copy to:

City of Lincoln
Attn: City Attorney
600 Sixth Street
Lincoln, CA 95648
Telephone: (916) 434-2400
Facsimile: (916) _____

(b) If to Constructing Owner:

JEN California 24, LLC
Attn: _____
_____
_____
Tel: ___-___-____

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 25. 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 26. 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 27. 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 28. 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 29. EXHIBITS

The Exhibits attached hereto are hereby incorporated herein by this reference.

SECTION 30. 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 31. RIGHT OF APPEAL

The Constructing Owner may appeal any final determination by the Administrator 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 (30) calendar days. Any decision of the City Council shall be final with no right of further appeal or action thereafter.

SECTION 32. EFFECTIVE DATE

The City's execution of this Agreement shall be contingent upon confirmation by the City Engineer that (i) 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 the 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: _____

Sean Scully

Its: City Manager

THE CONSTRUCTING OWNER:

JEN California 24, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Hope Ithurburn

Its: City Clerk

APPROVED AS TO CONTENT:

By: _____

Vin Cay

Its: City Engineer

APPROVED AS TO CONTENT:

By: _____

Nita Wracker

Its: Finance Director

APPROVED AS TO FORM:

By: _____

Douglas White

Its: City Attorney

EXHIBIT A

PFE FACILITIES
ENGINEER'S PRELIMINARY ESTIMATE

PFE Item	PFE Facility Description	PFE Estimate of Cost[1]
R-70	Intersection of Joiner Parkway and Nicolaus Road	$206,049
N/A[2]	Trail/Open Space Improvements	$117,905
	Total:	**$323,954**

[1] Based on the amounts estimated in the PFE Nexus Study for each PFE Item, prorated by the percentage of the PFE Facility constructed or caused to be constructed by the Constructing Owner. The PFE Estimate of Cost includes 50% of construction costs for soft costs.

[2] The PFE Estimate of Cost is not based on a specific project cost estimate, but on a unit cost per mile of trail as described in the PFE Nexus Study.

EXHIBIT B

IDENTIFICATION OF PFE FEE CREDITS

JOINER RANCH EAST PROJECT WITHIN THE JOINER RANCH GENERAL DEVELOPMENT PLAN AREA

JEN California 24, LLC

Transportation and Parks/Trails PFE Facilities

Date of Agreement: _____, 2026

PFE Item	PFE Facility Description		PFE Estimate of Cost[1]	Final PFE Credit Value[2]
Transportation Improvements				
R-70	Intersection of Joiner Parkway and Nicolaus Road		$206,049	$183,600
		Subtotals:	$206,049	$183,600
Parks and Trails Improvements				
N/A[3]	Trail/Open Space Improvements		$117,905	$58,451
		Subtotals:	$117,905	$58,451
		Totals:	**$323,954**	**$242,051**
		Transportation PFE Fee Credits:		$183,600
		Parks and Trails PFE Fee Credits:		$58,451
		Total PFE Credit Values:		**$242,051**

[1] Based on the amounts estimated in the PFE Nexus Study for each PFE Item, prorated by the percentage of the PFE Facility constructed or caused to be constructed by the Constructing Owner. The PFE Estimate of Cost includes 50% of construction costs for soft costs.

[2] The Initial PFE Credit Value is calculated as the lesser of the PFE Estimate of Cost and the best available actual cost data as of the Effective Date of this Agreement. Amounts have been confirmed following City acceptance of the PFE Facilities for the Project, pursuant to Section 10 of this Agreement.

[3] The PFE Estimate of Cost is not based on a specific project cost estimate, but on a unit cost per mile of trail as described in the PFE Nexus Study.

EXHIBIT C

FORM OF CERTIFICATE OF ASSIGNMENT AND TRANSFER OF PFE FEE CREDITS

Joiner Ranch East, Joiner Ranch General Development Plan Area, Transfer Letter #___

Certification and Assignment of Fee Credits

The undersigned Constructing Owner, as the holder of certain PFE Fee Credits related to the PFE Fee Credit Agreement between the Constructing Owner and the City of Lincoln, dated _____ ___, 2026 (the "Agreement"), hereby assigns, transfers, and conveys to the undersigned Assignee the PFE Fee Credits as indicated in the table below. Assignee acknowledges that the following PFE Fee Credits do not represent all fees payable by Assignee, which may change based upon the size of Assignee's project and other factors. Constructing Owner and the City wish to certify the availability of the PFE Fee Credits and hereby consent to the assignment of the below PFE Fee Credits to Assignee.

1. The City hereby acknowledges and certifies that Constructing Owner is the current holder of the following PFE Fee Credits pursuant to the Agreement.

2. For good and valuable consideration, receipt of which is hereby acknowledged, Constructing Owner does hereby assign and transfer to Assignee; and Assignee does hereby accept from Constructing Owner the assignment and transfer of the PFE Fee Credits as shown in the table below. By signing below the City does hereby consent and agree to the above assignment.

Prior to receiving credit against otherwise due and payable PFE Fees, excluding the payment of the Critical Component and Administration Fees, Assignee should submit this fully executed form to the City for its records.

PFE Fee Category	PFE Fee Credit Value
Transportation	$
Parks and Trails	$

(Signatures are on the following page.)

Joiner Ranch East, Joiner Ranch General Development Plan Area, Transfer Letter #__

Certification and Assignment
of Fee Credits

Constructing Owner:
JEN California 24, LLC,

a California limited liability company

By:_____

Name:_____

Title:_____

Assignee:
_____,

a _____

By:_____

Name: _____

Title:_____

City of Lincoln:

By: _____

_____, City Manager

Date: _____

Approved as to form

_____

_____, City Attorney

Exhibit C

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC FACILITIES ELEMENT FEE CREDIT AGREEMENT WITH JEN CALIFORNIA 24, LLC FOR TRANSPORTATION AND PARKS/TRAILS PFE FACILITIES ASSOCIATED WITH THE JOINER RANCH EAST PROJECT

WHEREAS, JEN California 24, LLC (the "Developer") is developing the Joiner Ranch East project (the "Project") that includes Public Facilities Element ("PFE") Facilities that will serve the Project and other areas of the City; and

WHEREAS, the Developer is required as a condition of development of the Project to construct, or cause to be constructed, certain transportation and parks/trails PFE facilities; and

WHEREAS, the Project will be required to pay PFE fees as a part of the building permit process; and

WHEREAS, the Developer will receive PFE fee credits for construction of PFE facilities that may offset the Project's PFE fee obligation that would otherwise be collected upon issuance of building permits; and

WHEREAS, the initial PFE credit value awarded to the Developer for the construction of the transportation and parks/trails PFE facilities is $242,051; and

WHEREAS, a final "true-up" of all actual costs associated with construction of the transportation and parks/trails PFE facilities will be performed following City acceptance of the PFE facilities to determine the final PFE credit value.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes the City Manager to execute a Public Facilities Element Fee Credit Agreement with JEN California 24, LLC for Transportation and Parks/Trails Facilities associated with the Joiner Ranch East Project subject to concurrent review by City Attorney.

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____

Richard Pearl, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 13.I

SUBJECT: Adopt a Resolution Authorizing Applications for Sacramento Area Council of Governments (SACOG) 2026 Federal Funding Programs (Jacob Groeser)

SUBMITTED BY: Jacob Groeser

DEPARTMENT: Engineering

DATE: April 28, 2026

STAFF RECOMMENDATION:

Staff recommends City Council adopt a resolution:

1. Authorizing applications for grant funding from the Sacramento Area Council of Governments (SACOG) 2026 Federal Funding Programs;
2. Authorizing the City Manager to submit the City of Lincoln's 2026 Federal Funding Program priorities;
3. Authorizing the City Manager to execute all grant documents and timely project delivery requirements.

BACKGROUND/INTRODUCTION:

The Sacramento Area Council of Governments (SACOG) plays a central role in funding transportation improvements throughout the region by administering Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ) funds across three programs. Each program supports different types of projects, and collectively aim to improve air quality, enhance mobility, and keep our transportation system in good working condition.

The System Performance Program funds projects that improve how the transportation system functions day-to-day, including roadway and safety improvements, transit upgrades, EV charging, new bike and pedestrian connections, mobility hubs, and smart-transportation technologies that help manage traffic and improve reliability.

The Next Generation Solutions & Clean Air Program supports projects that reduce emissions and improve air quality—such as high-capacity transit, zero-emission vehicles and charging infrastructure, bikeways and trails, Complete Streets, traffic flow improvements, and programs that encourage carpooling, transit use, and other clean transportation options.

The City of Lincoln has identified two priority projects which meet the criteria for the CMAQ and STBG programs.

1. – Virginiatown Road Rehabilitation
2. – 3rd Street Grade Crossing

FINDINGS/ANALYSIS:

If awarded, the grant would fund construction of two separate projects intended to improve pedestrian and bicycle safety, and increase the performance of existing roadway infrastructure.

The first project consists of roadway performance improvement along East 12th Street/Virginiatown Road, extending from East Avenue to Hungry Hollow Road. The project would improve the performance of the roadway through localized base repairs followed by application of a surface treatment, such as a rubberized asphalt cape seal. In conjunction with the pavement improvements, roadway striping would be reevaluated to improve comfort and safety for bicyclists and pedestrians. Proposed striping modifications include narrowed travel lanes and the addition of wide buffered bicycle lanes to provide greater separation between vehicle and bicycle traffic. Curb ramps within the project limits would also be upgraded to meet current accessibility standards. Virginiatown Road serves as a critical corridor for agriculture and agritourism, residential access, recreational cycling, and emergency evacuation during large-scale fire events. An overview exhibit is provided in Attachment B.

The second project is proposed for funding under the Congestion Mitigation and Air Quality (CMAQ) Program, and focuses on improving pedestrian and bicycle accessibility in downtown Lincoln. Over the past decade, the City has completed multiple improvements along the Lincoln Boulevard corridor, including several pedestrian crossings at the Union Pacific Railroad tracks. The proposed 3rd Street Grade Crossing Project would continue these efforts between H Street and F Street.

If awarded, the project would construct an accessible pedestrian crossing at the 3rd Street railroad crossing, together with associated curb ramps and sidewalk improvements providing access to the crossing. The project also includes roadway preservation through application of a cape seal and implementation of a revised striping configuration. The proposed lane configuration would add buffered bicycle lanes while maintaining shoulder parking.

3rd Street is an important corridor for non-motorized travel within the downtown area. The project area serves several key destinations, including Glen Edwards Middle School, Lincoln High School, a Placer County Transit stop, and the downtown commercial district. See attachment C for a project overview.

ENVIRONMENTAL REVIEW:

The proposed action will not lead to any construction and is not a project under the California Environmental Quality Act.

FISCAL IMPACT:

The 3rd Street Grade Crossing and the 12th / Virginiatown Road projects will be funded in combination by local funds through the CIP program and two separate grant applications. If awarded, new CIP's will be created and funded for preliminary expenses as needed. A

minimum local match of 11.47% is required. A summary of the funding is listed below.

East 12th / Virginiatown Road Rehabilitation

Funding Source	Amount
Local Funding – (Fund 2210) (12% Match)	$155,000
STBG Grant	$1,300,000
PROJECT TOTAL	**$1,455,000**

3rd Street Grade Crossing

Funding Source	Amount
Local Funding – (Fund 2210) (13% Match)	$191,000
STBG Grant	$1,458,000
PROJECT TOTAL	**$1,649,000**

ATTACHMENTS:

2.Grant_Application_-_CMAQ___STBG.DOC2.Attachment_A_Reso.2026April28.jgroeser (1).doc

3.Grant Application - CMAQ & STBG.DOC3.Attachment B.2026April28.jgroeser.pdf

4.Grant Application - CMAQ & STBG.DOC4.Attachment C.2026April28.jgroeser.pdf

RESOLUTION 2026 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING (1) APPLICATIONS FOR GRANT FUNDING FROM THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG) 2026 FEDERAL FUNDING PROGRAMS; (2) THE CITY MANAGER TO SUBMIT THE CITY OF LINCOLN'S SACOG 2026 FEDERAL FUNDING PROGRAM APPLICATION PRIORITIES; (3) THE CITY MANAGER TO EXECUTE ALL GRANT DOCUMENTS AND TIMELY PROJECT DELIVERY REQUIREMENTS.

WHEREAS, the Sacramento Area Council of Governments (SACOG) has announced three 2026 Federal Funding Cycle Programs (Funding Programs), which are open to sponsoring agencies within the six-county SACOG region: System Preservation Program, System Performance Program, and Next Generation Solutions & Clean Air Program; and

WHEREAS, the System Performance Program funds projects that improve how the transportation system functions day-to-day, including roadway and safety improvements, transit upgrades, EV charging, new bike and pedestrian connections, mobility hubs, and smart-transportation technologies that help manage traffic and improve reliability; and

WHEREAS, the Next Generation Solutions & Clean Air Program supports projects that reduce emissions and improve air quality—such as high-capacity transit, zero-emission vehicles and charging infrastructure, bikeways and trails, Complete Streets, traffic flow improvements, and programs that encourage carpooling, transit use, and other clean transportation options; and

WHEREAS, eligible projects for Funding Programs must be listed in the 2025 Blueprint or fit within 2025 Blueprint lump-sum project categories including but not limited to road maintenance and reconstruction, transit vehicle replacements, operational improvements, Intelligent Transportation Systems, and bicycle and pedestrian investments; and

WHEREAS, SACOG limits Funding Programs grant applications to no more than three applications per sponsoring agency for any one of the three different Funding Programs to SACOG, up to a maximum of nine total applications per sponsoring agency; and

WHEREAS, applicants shall affirm their commitment to delivering projects in accordance with the requirements of Surface Transportation Block Grant (STBG) Program and Congestion Mitigation & Air Quality (CMAQ) Improvement Program, as applicable; and

WHEREAS, grant proposals for construction work shall obligate Funding Program dollars for construction activities no later than the end of federal fiscal year 2028-29.

WHEREAS, SACOG will not provide additional federal or state funding in the event that cost overruns are identified; and

WHEREAS, project sponsors shall commit to providing local matching dollars, typically 11.47% of the total project cost; and

WHEREAS, SACOG requires that if awarded federal funds by the SACOG Board, City of Lincoln staff responsible for project delivery must attend quarterly project delivery meetings with SACOG staff to receive assistance until project closeout.

NOW THEREFORE BE IT RESOLVED:

SECTION 1. The City Manager or designee is authorized to execute all documents necessary to committing the City of Lincoln to federal, state and regional funding and project delivery requirements, including but not limited to abiding by Funding Program guidelines.

SECTION 2. The City Council acknowledges that in the event of receiving an award by the SACOG Board of Funding Program dollars, that City of Lincoln will be required to abide by multiple timely use of funding requirements described in Funding Program guidelines and SACOG's Regional Delivery Policies, including but not limited to, obligating federal funding no later than the end of federal fiscal year 2028-2029 for construction activities, committing to securing required local match dollars, acknowledge that SACOG does not cover cost overruns, and commits staff to attend delivery meetings until project closeout.

SECTION 3. The City Manager or designee is directed to submit the following applications for 2026 Six-County Federal Funding Cycle Programs.

1. East 12th Street / Virginiatown Road Rehabilitation
2. 3rd Street Grade Crossing

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

ABSTAIN: Councilmembers:

_____

Richard Pearl, Mayor

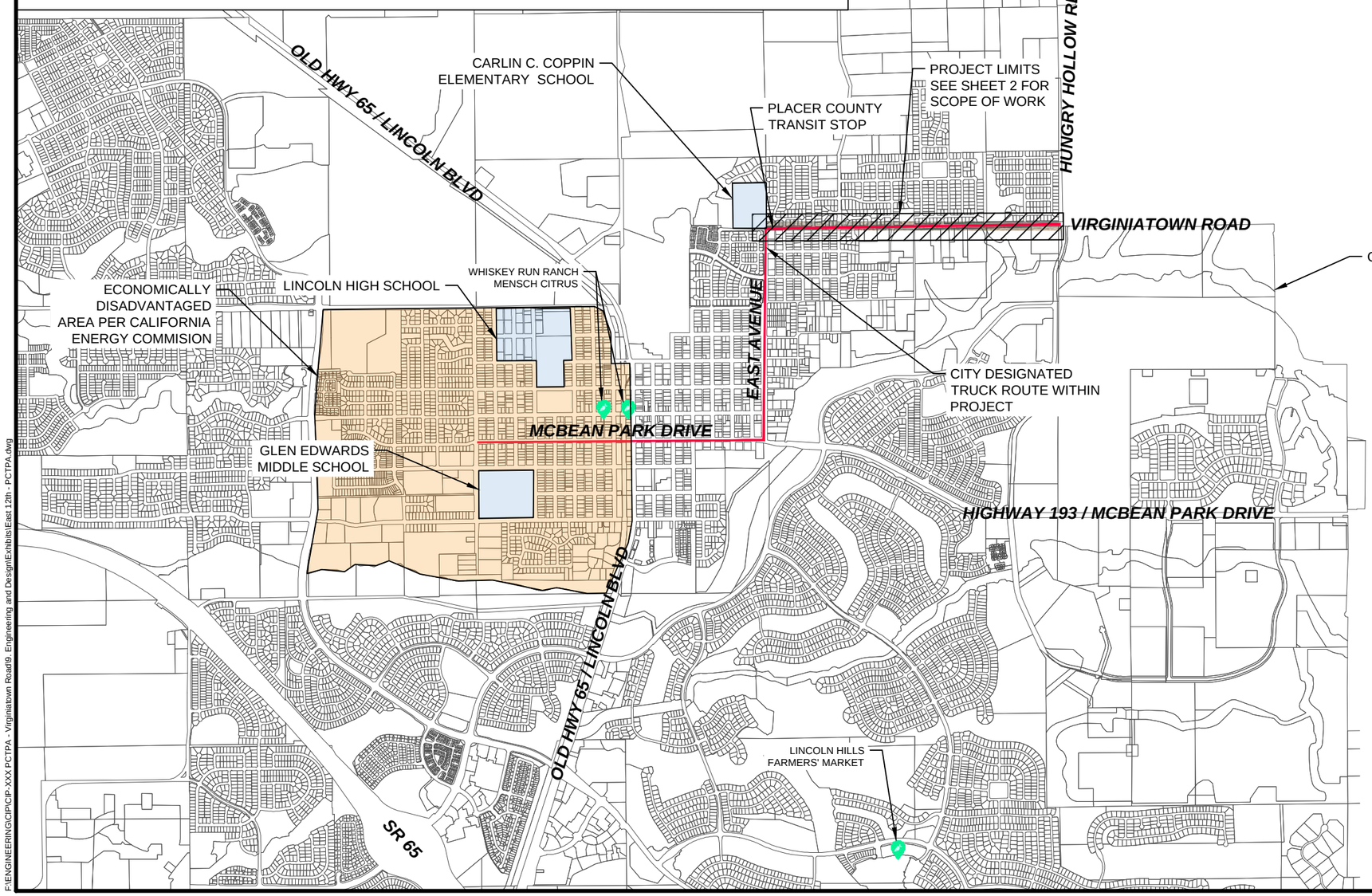
ATTEST:

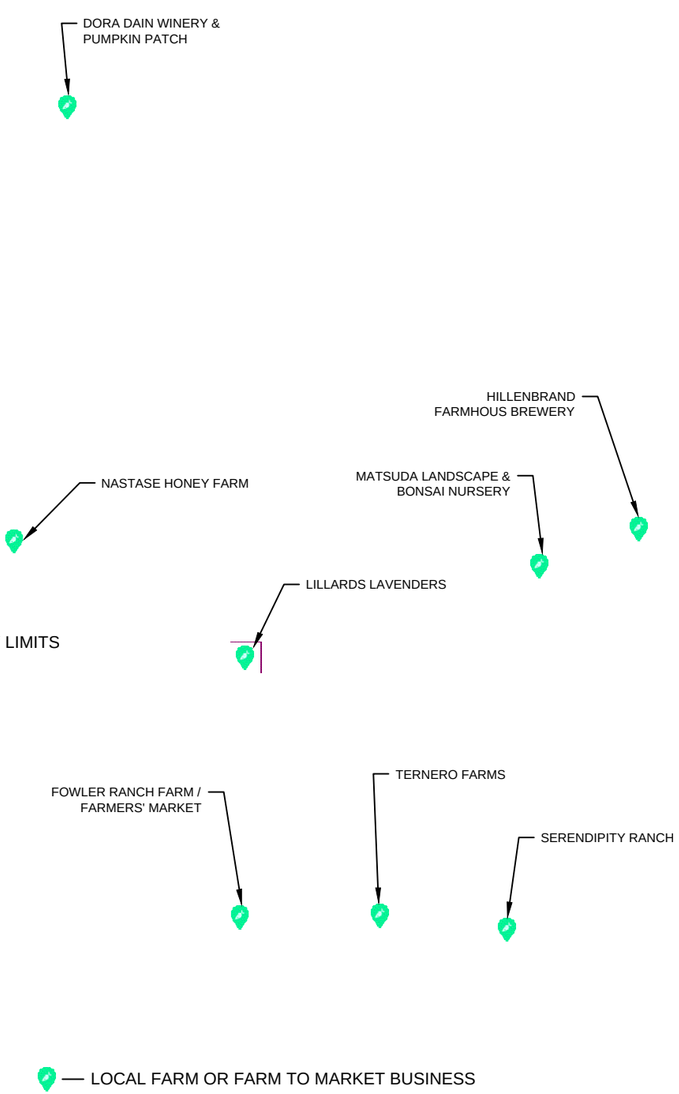
_____

Hope Ithurburn, City Clerk

PROJECT AREA INFORMATION

1. 12 FARMS OR OTHER FARM TO MARKET BUSINESSES WITHIN 2 MILES OF PROJECT.
2. AVERAGE PCI OF ROADWAY IS 28.
3. THERE ARE CURRENTLY NO BIKE LANES WITHIN THE PROJECT AREA, DESPITE BEING A POPULAR BIKE ROUTE FOR MANY RIDERS. 10,500 FEET OF PROPOSED BUFFERED BIKE LANES SHOWN ON SHEET 2.
4. AVERAGE DAILY VEHICLE TRAFFIC IS APPROXIMATELY 2,300 VEHICLES (EAST AND WESTBOUND COMBINED)
5. VIRGINIATOWN ROAD IS IDENTIFIED AS A MAJOR EVACUATION ROUTE IN THE EVENT OF A LARGE-SCALE FIRE.





EAST 12TH / VIRGINIATOWN ROAD REHAB

PROJECT AREA

1 OF 2

N

NO SCALE

City of Lincoln

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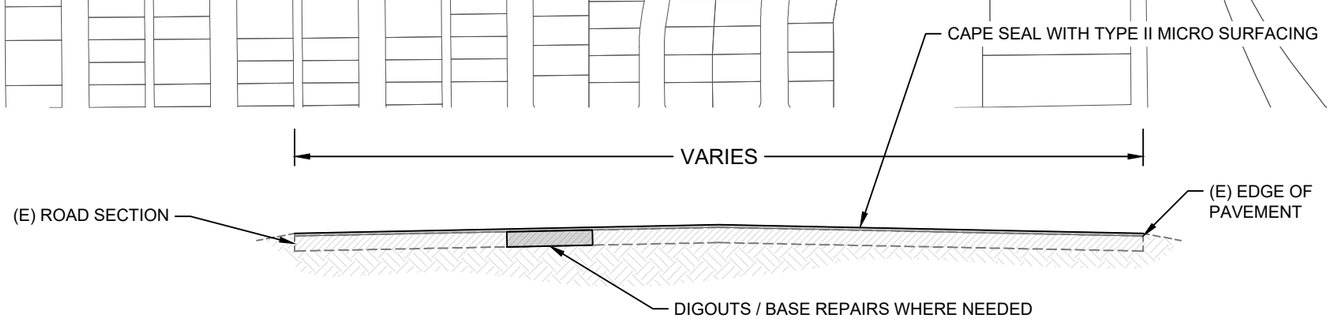
NEW STRIPING SECTION - TYPICAL

NO SCALE



TYPICAL SECTION

NO SCALE

EAST 12TH / VIRGINIATOWN ROAD REHAB

SCOPE OF WORK

2 OF 2

N

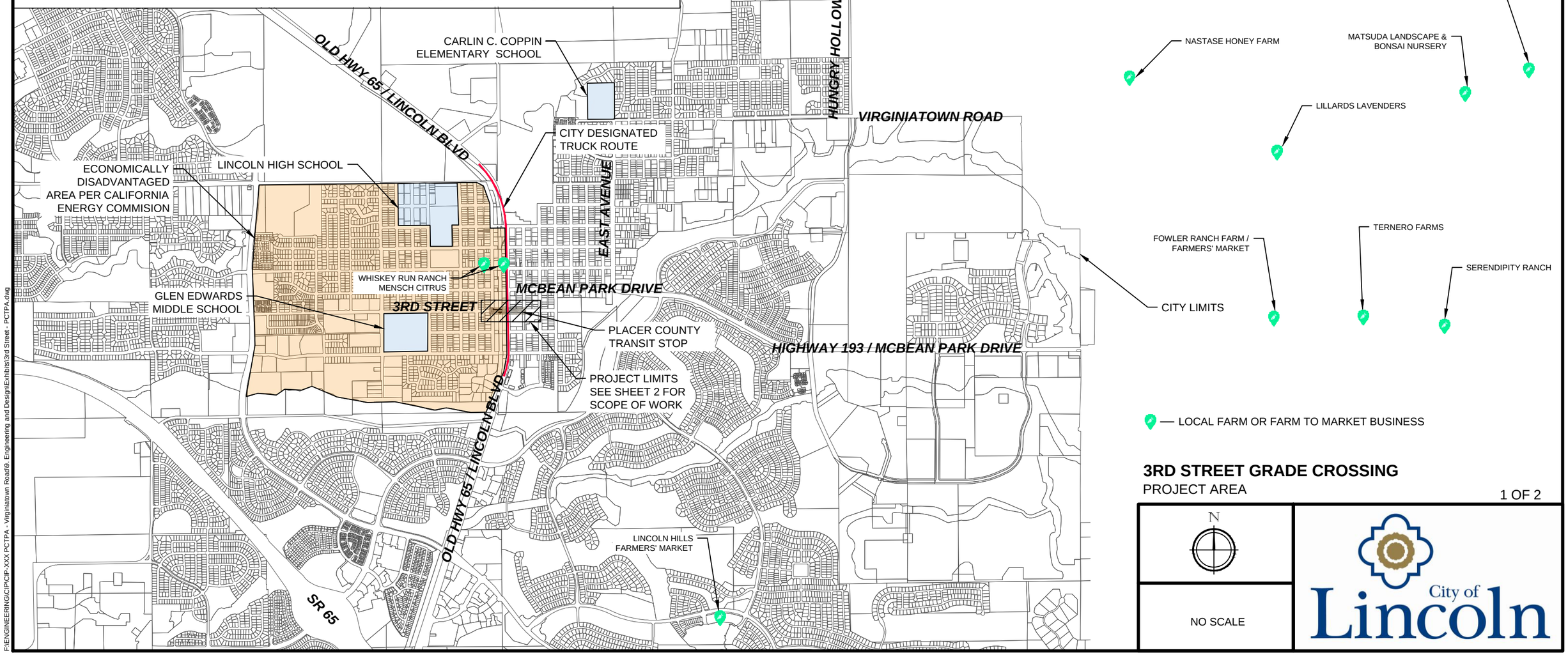
NO SCALE

City of Lincoln

F:\ENGINEERING\CIP\CIP-XXX PCTPA - Virginiatown Road\9. Engineering and Design\Exhibits\East 12th - PCTPA.dwg

PROJECT AREA INFORMATION

1. 12 FARMS OR OTHER FARM TO MARKET BUSINESSES WITHIN 2 MILES OF PROJECT.
2. AVERAGE PCI OF ROADWAY IS 44.
3. THERE ARE CURRENTLY NO BUFFERED BIKE LANES WITHIN THE PROJECT AREA. THE EXISTING BIKE LANES ARE EITHER NON-EXISTENT OR ARE FADED AND IN NEED OF RESTRIPING. 1,200 FEET OF PROPOSED BUFFERED BIKE LANES SHOWN ON SHEET 2.
4. AVERAGE DAILY VEHICLE TRAFFIC IS APPROXIMATELY 4,700 VEHICLES (EAST AND WESTBOUND COMBINED)
5. 3RD STREET IS A DIRECT CONNECTION TO GLEN EDWARDS MIDDLE SCHOOL. THIS PROJECT PROPOSES A PEDESTRIAN GRADE CROSSING OVER THE EXISTING UNION PACIFIC RAILROAD, INCLUDING ALL NECESSARY SIGNAGE AND RAILROAD SIGNAL UPGRADES.
6. 4 RECORDED VEHICLE + BIKE / PEDESTRIAN ACCIDENTS RECORDED SINCE 2015.



3RD STREET GRADE CROSSING

PROJECT AREA

N

NO SCALE

City of Lincoln

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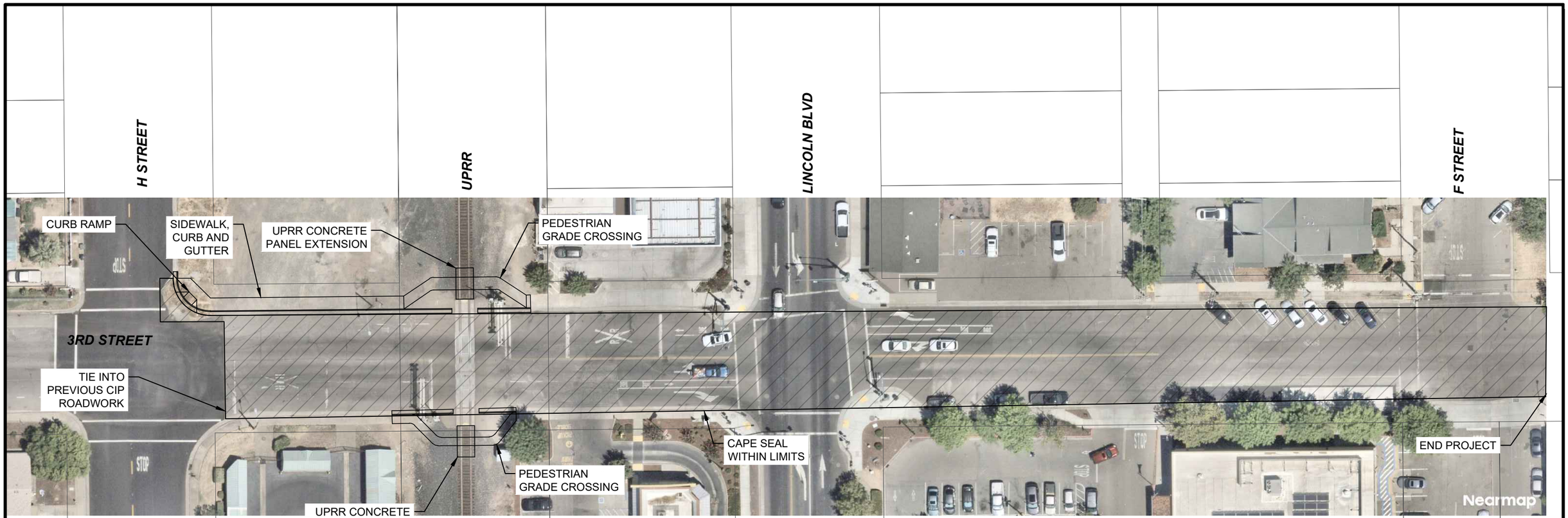
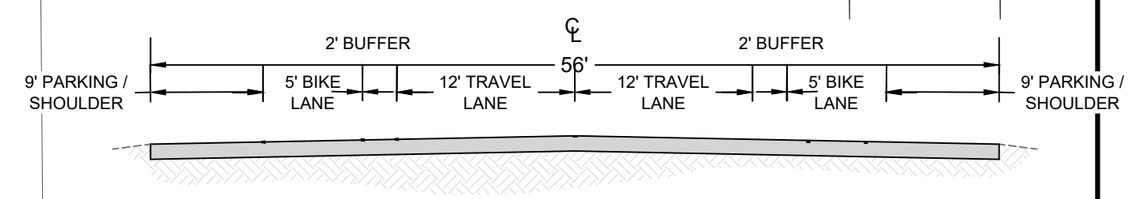
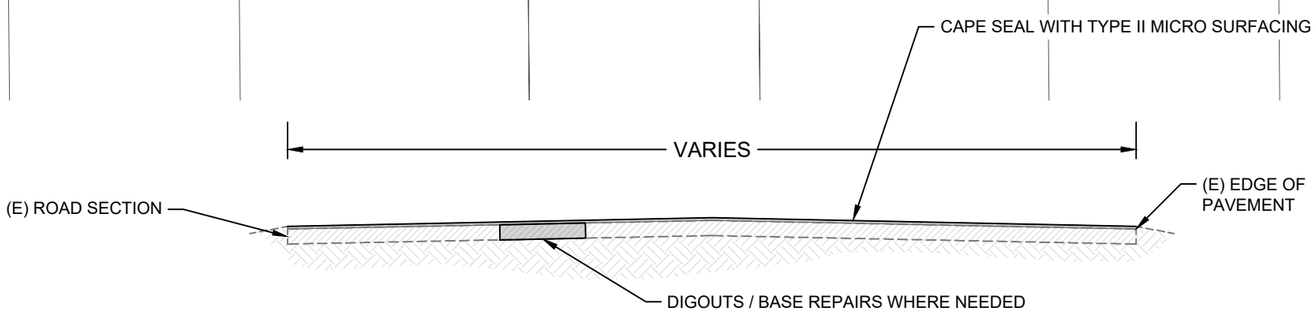




NEW STRIPING SECTION - TYPICAL

NO SCALE



TYPICAL SECTION

NO SCALE

3RD STREET GRADE CROSSING

SCOPE OF WORK

2 OF 2

N

NO SCALE

City of Lincoln

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STAFF REPORT

Item Number 14.A

SUBJECT: Stardust 12 Project (Mikaela Noble)

SUBMITTED BY: Mikaela Noble

DEPARTMENT: Community Development

DATE: April 28, 2026

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 the Planning Commission's recommendation of approval, and take the following actions:

1. Adopt a Resolution to adopt the proposed addendum to the certified 2012 Village 1 Specific Plan Environmental Impact Report (EIR) (State Clearinghouse (SCH) # 2010102018), certifying that the proposed Project will not result in any new significant information of substantial importance, new impacts, new mitigation measures, new or revised alternatives, or an increase in the severity of previously identified significant impacts that would require major revisions to the EIR, and therefore, pursuant California Environmental Quality Act (CEQA) Guidelines Section 15162, the preparation of an additional supplemental or subsequent EIR is not required.
2. Adopt a Resolution amending the Village 1 Specific Plan to reflect changes to land use designations and zoning of the Stardust 12 Project site.
3. Consider waiving first reading and introduce by title only an Ordinance amending the Village 1 General Development Plan to reflect changes to land use designations and zoning of the Stardust 12 Project site.
4. Adopt a Resolution approving a Small Lot Tentative Subdivision Map for the proposed Stardust 12 Project.

BACKGROUND/INTRODUCTION:

The Stardust 12 Project (project) is located within the Village 1 Specific Plan (see Attachments 1 and 2). The Village 1 Specific Plan (Specific Plan) provides direction for development of 1,832 acres of land within the City of Lincoln (City). 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 following is a brief timeline for the Village 1 Specific Plan and associated documents:

- November 27, 2012: City certifies EIR (SCH No. 2010102018), adopts Mitigation Monitoring Plan, approves Specific Plan.

- July 9, 2013: Council adopts revisions to Specific Plan and EIR addendum to address changes to Oak Tree Lane connection to Sierra College Boulevard, as well as the provision of an additional school site.
- 2015: 1,712 acres of the Village 1 Specific Plan were annexed into the City. Approximately 120 acres of the adopted Specific Plan were not included in that annexation due to opposition of the property owners.
- March 2020: Specific Plan was revised, and rezoning adopted for area known as Turkey Creek Estates (248 acres on east side, north of McBean Park Drive). Amendments reduce amount of Village Country Estates (VCE) land in north part of Turkey Creek Estates project and increase Village Low Density Residential (VLDR) acreage. This results in reduction of 128 VCE units and increase of 128 VLDR units. Parks acreage also slightly reduced with an increase in open space. Specific Plan's total amount of developable acreage unchanged.
- September 2023: Council approves amendment to realign Oak Tree Lane and make minor modifications to land use plan. Total number of residential units reduced to 5,610 from 5,639.
- Since 2023, Council has approved several small lot tentative maps for several Village 1 projects, most recently the Parkwood Project which is located south and west of the Stardust 12 Project site.

Planning Commission Actions

The City of Lincoln Planning Commission conducted a public hearing on the proposed project on Wednesday, March 18, 2026. No comments were received from the public, either in writing, in person, or online.

One commissioner voted against the project, which he felt was not consistent with the General Plan. In particular, he cited General Plan Policy LU-12.6, which encourages new development to be oriented towards adjacent creeks and wetlands areas, and to provide visual access to those areas. It was noted that there are no creeks or wetland areas on the Stardust 12 site. The commissioner also stated that he believed that the Village 1 Specific Plan itself was not consistent with this General Plan policy.

A concern was raised that the existing slopes within the project site are 10 percent in some places, which is fairly steep, and that massive grading might be required. The project engineer explained that the finished grade would be 0.5 to 3 percent, which is typical for single family residential development.

With respect to the project drainage basins, there was concern that they would redirect natural flows. The project engineer explained that drainage system generally follows the existing drainage pattern, and that the basins would be located in areas where there are depressions currently. The swale along State Route 193 will be part of the City's public drainage system.

A concern was raised regarding a lack of housing diversity in the projects that have been approved to date within Village 1. Staff clarified that the Waterfront project was approved for 271 apartment units, and that there are additional high density and mixed use zones within Village 1.

In response to commissioner questions, staff clarified that a sound wall would be provided along the northern boundary of the project site. Ultimately, the Planning Commission recommended, by a 6-1 vote, that the City Council approve the requested entitlements.

Project Location and Description

The project site is located on approximately 12.8 acres in the City of Lincoln south of McBean Park Drive and west of Stardust Lane within the Village 1 Specific Plan (see Attachments 1 and 2). The Assessor's Parcel Numbers are 021-274-038-000 and 021-274-039-000. The project site is bounded by McBean Park Drive to the north, Stardust Lane to the east, the recently-approved Stardust subdivision to the south, and a vacant Village 1 parcel to west that is zoned VLDR.

Primary access to the project site would be provided by a connection to Leavell Ranch Road (formerly call the Oak Tree Lane extension). An emergency vehicle access (EVA) would connect to Stardust Lane.

The project site is undeveloped. The project site existing slopes range from 5% to 10%. The project site consists primarily of oak woodland, with a grassland understory and some scattered rock outcroppings.

Land Use Designations and Zoning

The project would develop Village 1 Planning Areas (PA) 20, 21-B and 90-B. The project site is currently zoned Village Low Density Residential (VLDR, 5.3 acres), Village Country Estates (VCE, 5.7 acres) and Village Open Space (VOS, 1.8 acres). The proposed project would rezone the VLDR and VCE areas to Village Medium Density Residential (VMDR). The VOS zoning would be unchanged. Table 1 and Attachment 3 compare the existing and proposed land use/zoning designations for the project site.

Project Components

The applicant has submitted a Small Lot Tentative Subdivision Map to allow for the creation of the specific lots within the project site (Attachment 8, Exhibit B). The map would create 84 residential lots, two open space/water quality treatment lots, a utility corridor and an EVA.

A total of 84 VMDR units are proposed for 10.4 acres, resulting in a density of approximately 8.1 units per acre. The current zoning allows for a maximum of 2.9 units per acre for VCE and 5.9 units per acre VLDR. Because the proposed project density is greater than allowed under the current land use designation and zoning, the applicant is requesting that the entire project site – with the exception of the 1.8 acres of VOS – be redesignated and rezoned as VMDR. As such, the applicant has submitted an application to amend the Village 1 Specific Plan and General Development Plan to redesignate and rezone portions of the project site from VCE and VLDR to VMDR. Table 1 and Attachment 3 compare the existing and proposed land use designation/zoning for the project site.

Under the current zoning, the total number of units that could be developed on the project site is 48. The project proposed to construct 84 units, an increase in 36 units. The applicant also developed the recently-approved Parkwood project, which was approved for 42 fewer units than the zoning allowed and assumed in the Specific Plan and EIR. The applicant is proposing to apply 36 of the 42 units from the Parkwood project to the proposed Stardust 12 project. Consequently, there would not be a change in the total number of units allowed within the Village 1 plan area.

The layout of the proposed project is shown in Attachment 4. Residential lot sizes would range from 3,200 to 8,864 square feet, with an average lot size of 4,029 square feet. With one

exception, the largest lots would be located along the eastern boundary of the project site. Lots would range from 30 to 65 feet in width (most lots would be 40 feet wide) and 80 to 125 feet in depth. The 84 single-family residences would be single or two story.

Table 1: Land Use Comparison			
Land Use/Zone	**Adopted Specific Plan Acreage**	**Proposed Acreage**	**Difference**
Village Country Estates (VCE)	5.7	0.0	-5.7
Village Low Density Residential (VLDR)	5.3	0.0	-5.3
Village Medium Density Residential (VMDR)	0.0	11.0	+11.0
Village Open Space (VOS)	1.8	1.8	0
Total	12.8	12.8	0

Circulation
Access to the project site would be provided by a connection to Leavell Ranch Road, which connects north to McBean Park Drive. If the proposed project is constructed prior to completion of the portion of Leavell Ranch Road required to obtain access to the project site, the project would be responsible for constructing that portion to McBean Park Drive. This section of Leavell Ranch Road is planned to have single travel lanes in each direction, with bike/NEV lanes and separated sidewalks on each side.

The proposed project would also construct improvements along McBean Park Drive to conform with the ultimate layout of the southern half of the road along the project boundary. This portion of McBean Park Drive is planned to have a 14-foot median, two travel lanes, a bike lane/shoulder, drainage ditch and multiuse trail.

An EVA would connect to Stardust Lane, adjacent to the eastern project boundary, for emergency personnel use only. It would be gated with an override for emergency vehicles to access the site, or knock-down bollards would be installed.

Utilities
New onsite and offsite infrastructure are proposed to be constructed as part of the project consistent with the Village 1 Specific Plan. Water, sewer and drainage services will be provided by the City of Lincoln. Under the Village 1 Specific Plan, major water, sewer and dry utility lines will be placed within the Leavell Ranch Road right-of-way, connecting to lines in McBean Park Drive. The proposed project would connect to water lines in Leavell Ranch Road via the project access road. A sewer line would connect directly to McBean Park Drive through a utility corridor (see Attachment 4). The City's sewer and water systems are capable of accommodating the proposed project.

A water quality basin would be constructed within the southwestern corner of the project site (Lot B) to collect and treat project stormwater runoff. A bioretention basin would also be constructed in the western half of the VOS parcel.

Offsite Improvements
The proposed project includes two offsite components. First, the two-lane connection to Leavell Ranch Road would be constructed offsite, immediately west of the project site (see Attachment 8, Exhibit B). Second, the proposed project would construct frontage improvements along McBean Park Drive to conform to the ultimate design of this roadway segment (see Attachment 8, Exhibit B), including an additional vehicle lane, bike lane, drainage ditch and separated, multiuse trail.

Development Agreement
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. Typically, the Development Agreement vests the right of the developer to develop the project as approved and sets out obligations of both the City and the developer. The provisions of the Development Agreement run with the property, so they continue to be in force even if 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. The Stardust 12 Project Development Agreement is undergoing a separate negotiation process between the applicant and City staff, and will be considered separate from this application at a later date.

FINDINGS/ANALYSIS:
General Plan
The 2050 City of Lincoln General Plan serves as the guiding land use document for the City of Lincoln. The proposed Stardust 12 Project application is consistent with the applicable policies of the 2050 General Plan as follows:

A. The proposed Stardust 12 Project will increase the housing stock and diversity in the City by developing 84 medium-density residential units at an overall density of 8.1 units per acre (Housing Element Policy 2 and Policy LU-1.7).
B. The proposed Stardust 12 Project, as conditioned, includes the provision of 1.8 acres of open space, and will pay fees to provide parks and recreation opportunities for the enjoyment and well-being of local residents (Land Use Element Policies LU-1.11, LU-12.7, LU-15.17 and LU-15.18).
C. Future residents would have the option of walking and bicycling by connecting to Leavell Ranch Road which will connect to the City's existing trail network along McBean Park Drive. Therefore, the proposed Stardust 12 Project is consistent with General Plan policies LU-1.6, Goal T-5 and related policies that address bicycle and trail circulation (Transportation Element Policies T-5.6, T-5.7, T-5.9, and OSC-7.20).
D. The proposed Stardust 12 Project preserves and protects existing biological resources including both wildlife and vegetative habitat (Open Space Element Policies OSC-1 and OSC-5 and LU-1.11) by preserving 1.8 acres, approximately 14 percent, of the project site as open space. In addition, the project shall comply with Chapter 18.69 of the City's Zoning Code and the City of Lincoln Guidelines for Development around Oak Trees, as well as mitigation measures contained in the Village 1 EIR (Policy OSC-5.1).
E. The plan will incorporate appropriate design measures and mitigation measures provided in the EIR to minimize drainage concentrations and impervious coverage (Policy PFS-4.2).
F. An archaeological study has been conducted within the project site consistent with the EIR mitigation measures and Policies OSC 6.3, 6.7, and 6.8.
G. The project will mitigate potential land use conflicts by providing larger parcels and building setbacks for lots adjacent to the rural residential uses in the County, consistent

with Policy LU-1.14.

Village 1 Specific Plan

The Village 1 Specific Plan is intended to direct the location and nature of development within the Specific Plan area, including the Stardust 12 Project site. The proposed Stardust 12 Project is consistent with the Village 1 Specific Plan as follows:

Policies

The proposed Stardust 12 Project is consistent with the requirements of the Village 1 Specific Plan, including:

A. The Stardust 12 Project would develop residential uses in a VMDR zone, consistent with Chapter 3, Land Use Plan.
B. The Stardust 12 Project would provide frontage improvements to McBean Park Drive as specified in Chapter 4, Circulation Plan, of the Village 1 Specific Plan including a bike lane and multiuse trail.
C. The Stardust 12 Project would connect to water, sewer and dry utilities systems and provide drainage facilities as required by Chapter 5, Infrastructure and Public Facilities plan.
D. The Stardust 12 Project would provide open space acreage and pay fees toward development of parks consistent Chapter 5 and Chapter 6, Resource Management Plan.
E. The project site supports special-status species habitat, but surveys did not identify any significant cultural resources. Consistent with Chapter 6, Resource Management Plan, the proposed Stardust 12 Project would mitigate potential impacts on special-status species.

Land Use Designation Changes

The project proposes to amend the Village 1 Specific Plan as shown in Table 1, with 5.3 acres currently designated VCE and 5.7 acres currently designated VLDR being re-designated and rezoned as 11 acres of VMDR. Under the current zoning, a total of 48 units could be constructed on the project site. The proposed Stardust 12 Project provides for 84 units, an increase of 36 units. However, the total number of units allowed within the Village 1 plan area would not be increased due to unit reductions for the previously-approved Parkwood Project, which is being developed by the same applicant. The Parkwood Project with the Village 1 Specific Plan area developed at a lower density than assumed in the Specific Plan and EIR, resulting in 42 fewer units being approved for the Parkwood site than the anticipated unit allowance. The applicant is proposing to apply 36 of the 42 units from the Parkwood project to the proposed Stardust 12 project. Consequently, there would not be a change in the total number of units allowed within the Village 1 plan area.

Parks and Open Space

New development within Lincoln is required to provide both preserved open space and traditional parks. The Village 1 Specific Plan includes a total of 741 acres of open space and parks (including a golf course). In reviewing the appropriate amount of parkland within a development project located in Village 1, 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 and Infrastructure Financing Plan adjusted the requirement for

neighborhood parks to be 2.43 acres per 1,000 residents due to the large amount of open space provided within Village 1.

The Village 1 Specific Plan establishes the household population (number of persons expected per household) for various residential densities. The assumed household population of medium density residential development is 2.8 persons per household. Given the project proposes to construct a maximum of 84 homes, it is assumed that the Stardust 12 project will have approximately 235 residents at build out. Therefore, the Stardust 12 project would be required to provide for acres 0.70 of open space, 0.70 acres of regional park and 0.57 acres of neighborhood park.

The project's obligation for 0.70 acres of open space would be fully met through the preservation of approximately 1.8 acres of open space on site. The proposed project does not provide any neighborhood or community parks or related facilities, and the Specific Plan does not identify any of these facilities within the project site. Therefore, the project's obligation for neighborhood and community parks would be met through the payment of park fees. As required by Mitigation Measure 4.12-7, these fees would off-set the cost of constructing the neighborhood and 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, or other park sites.

Departmental Review and Conditions of Approval
The project has been reviewed by various affected city departments, including the Engineering Division, Police Department and Fire Department. Based on this review, conditions of approval (COA) are being recommended for the project including requirements for submittal of required studies and plans, including a water study, storm water quality maintenance and operation plan, sanitary sewer report, soils report, erosion control program, a storm water quality plan, a storm water pollution prevention plan (SWPPP), landscaping plan, street lighting plan, utility line sizing study, and Wildland Fire Management Program. Requirements are provided for the design of ADA-compliant ramps from sidewalks to streets, timing of roadway improvements, street lighting, landscaping, blasting, construction, building and occupancy permits. The COA also include the requirement of compliance to the applicable mitigation measures from the adopted Mitigation Monitoring Program for the certified EIR.

ENVIRONMENTAL REVIEW:
In accordance with Government Code Section 65457(a) and the CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan), any residential project meeting the development density or undertaken pursuant to and in conformity with a specific plan (e.g., Village 1 Specific Plan) adopted pursuant to Title 17, Division 1, Chapter 3, Article 8 of the Government Code is exempt from further environmental review. In addition, CEQA Guidelines Section 15168(b)(2) states that if a project falls within the scope of the project described in a Program EIR, and no subsequent environmental review would be required under CEQA Guidelines Section 15162, then no new environmental document is required. As discussed in more detail in the Addendum prepared for the project (see Attachment 5, Exhibit A), the proposed Stardust 12 Project is in conformance with the previously certified Final EIR (SCH #2010102018) prepared for the Village 1 Specific Plan. Therefore, no further environmental review is required. Applicable mitigation measures from the certified EIR shall be applied and are attached as part of Attachment 5, Exhibit B (Mitigation Monitoring Program).

Tribal Consultation
As required by Village 1 EIR Mitigation Measure 4.5-2, the City contacted the United Auburn Indian Community of the Auburn Rancheria (UAIC) to inquire whether they would like to consult with the City regarding the protection of traditional tribal and cultural places that might be present in the area. The UAIC did request consultation, and was provided with information regarding the conceptual project layout and known archaeological resources. Representatives of the UAIC and the applicant, along with City staff, conducted one site visit during consultation. Negotiation with the tribe resulted in agreement with respect to onsite monitoring and construction activities, and consultation was closed on March 3, 2026.

FISCAL IMPACT:
All costs associated with the application are assumed by the project applicant and recovered by the City. If the Project is adopted, the Village 1 Specific Plan IFP will be amended to reflect the costs of infrastructure associated with the Project as approved.

ATTACHMENTS:
Attachment 1 Project Location

Attachment 2 Village 1 Land Use Plan

Attachment 3 Land Use Comparison

Attachment 4 Project Layout

Attachment 5 Stardust 12 Addendum Resolution.docx

Attachment 5 Stardust 12 Addendum Reso Exhibits.pdf

Attachment 6 Stardust 12 SPA Resolution.docx

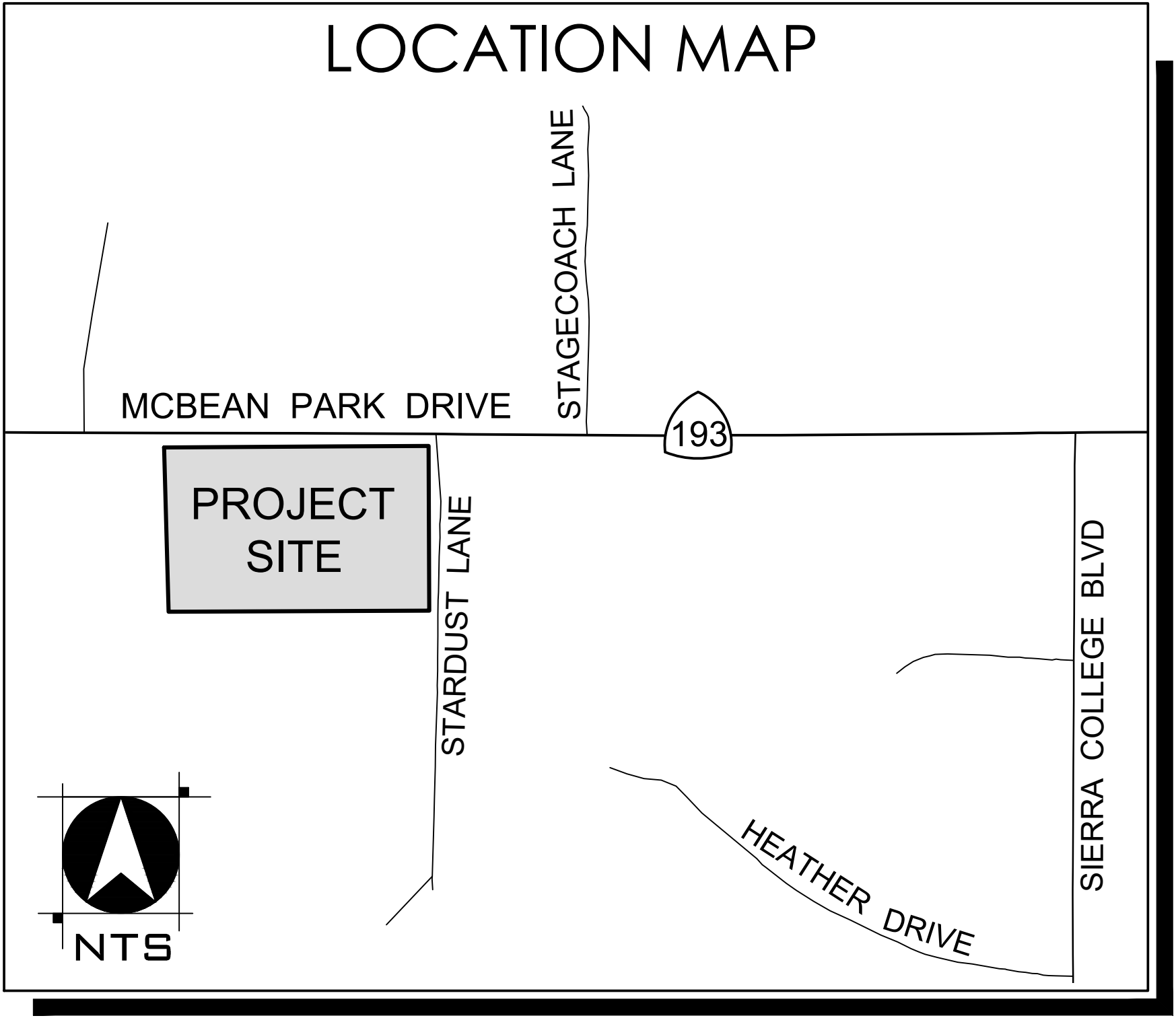
Attachment 6 Stardust 12 SPA Reso Exhibits.pdf

White_Brenner_Review_Attachment 7 Stardust 12 GDPA Ordinance.doc

Attachment 7 Stardust 12 GDPA Ordinance Exhibits.pdf

White Brenner Review Attachment 8 Stardust 12 SLTSM Resolution.docx

Attachment 8 Stardust 12 SLTSM Reso Exhibits.pdf



Attachment 1: Project Location

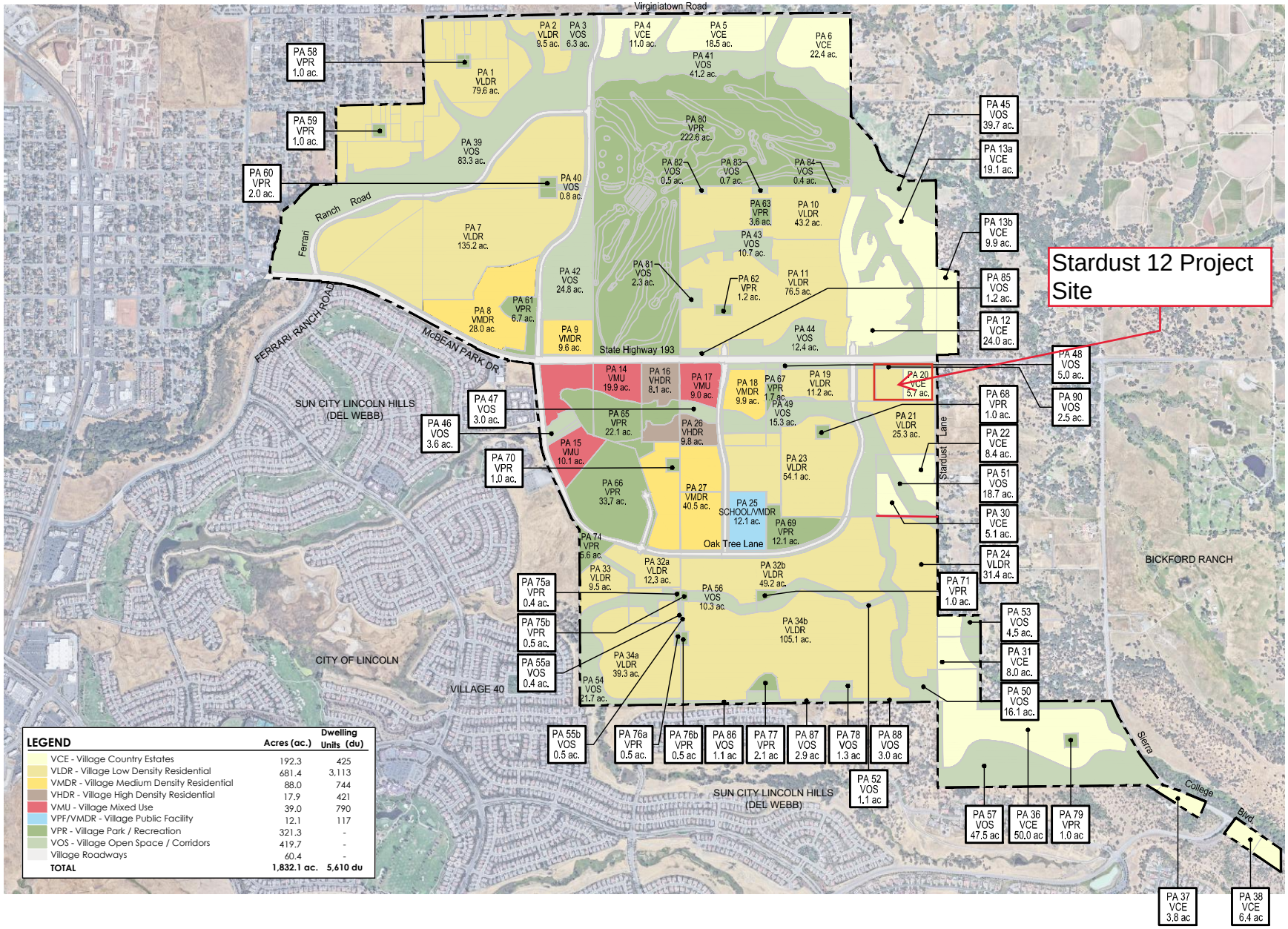
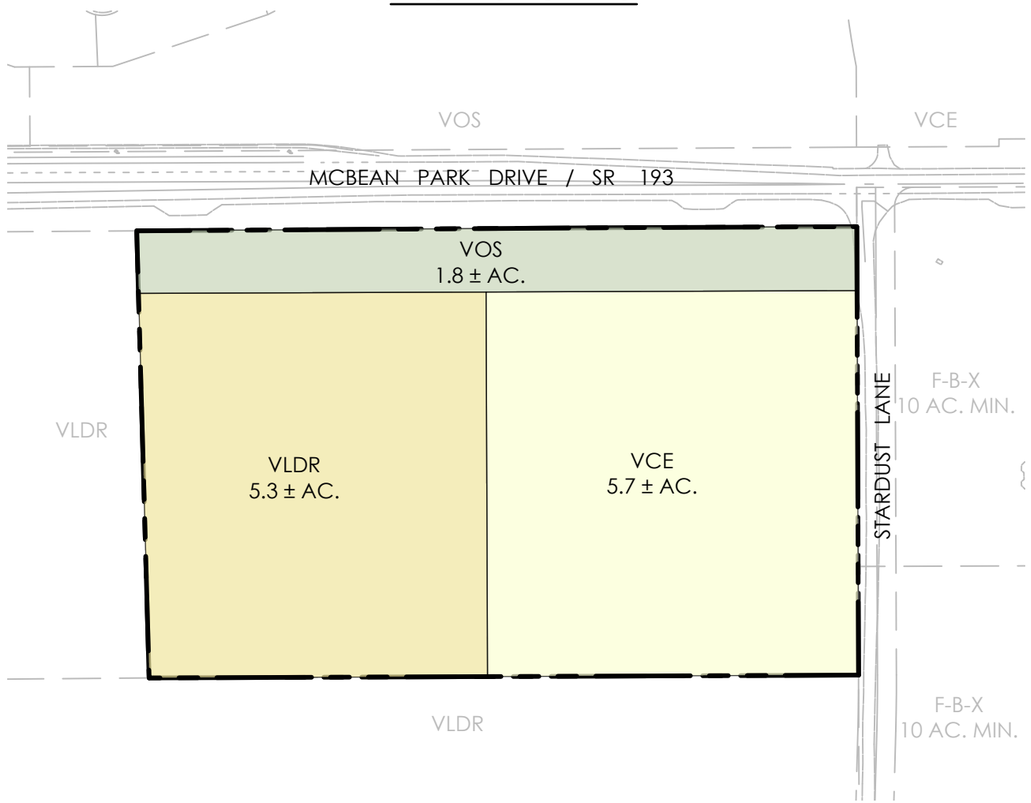


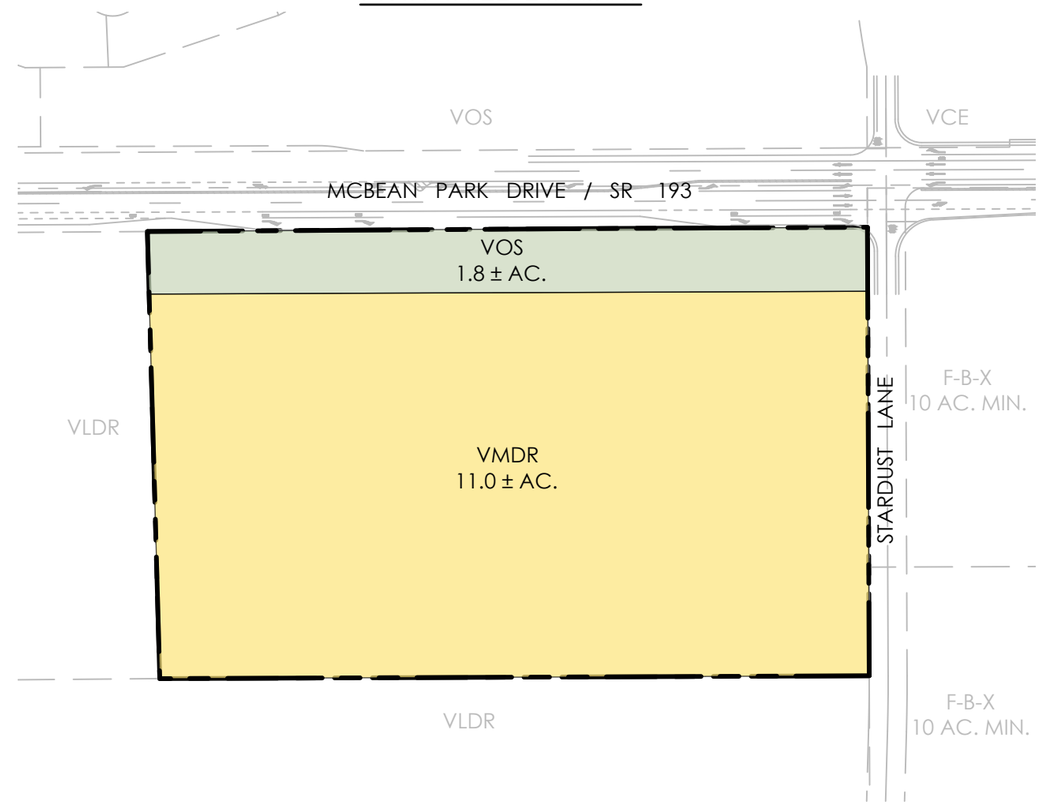
Figure 2: Village 1 Land Use Plan

REZONE EXHIBIT
STARDUST 12
CITY OF LINCOLN, CALIFORNIA
DECEMBER 13, 2024

EXISTING ZONING

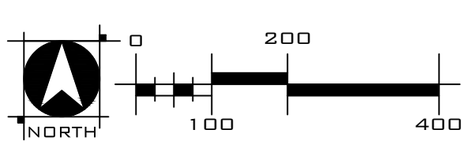


PROPOSED ZONING



ZONING SUMMARY

ZONING DESIGNATION	EXISTING AC.	PROPOSED AC.	DIFFERENCE
VILLAGE COUNTRY ESTATES (VCE)	5.7	0.0	-5.7
VILLAGE LOW DENSITY RESIDENTIAL (VLDR)	5.3	0.0	-5.3
VILLAGE MEDIUM DENSITY RESIDENTIAL (VMDR)	0.0	11.0	11.0
VILLAGE OPEN SPACE (VOS)	1.8	1.8	0
TOTAL	**12.8 ± AC.**	**12.8 ± AC.**	**0.0**



Attachment 3: Land Use Comparison

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3741 Douglas Blvd, Suite 150
Roseville, CA 95816
Tel 916.341.7760
Fax 916.341.7767

J:\1000-s\1640-Stardust12\Stardust OA\Planning\Exhibits\Exh-Stardust-Rezone.dwg 12/6/2024 3:33 PM Abby Miramontes

Attachment 4: Project Layout

TENTATIVE SUBDIVISION MAP
STARDUST 12
CITY OF LINCOLN, CALIFORNIA
JANUARY 21, 2026

PROJECT NOTES

RECORD OWNER
GUERTIN, JAMES B
PO BOX 355
LINCOLN, CA 95648
PHONE: (916) 257-3936

APPLICANT/DEVELOPER
JEN CALIFORNIA 28, LLC
1478 STONE POINT DRIVE, SUITE 100
ROSEVILLE, CA 95661
CONTACT: JOHN JEWETT
PHONE: (530) 550-5525

PLANNER/ENGINEER
WOOD RODGERS INC.
3741 DOUGLAS BLVD, SUITE 150
ROSEVILLE, CA 95661
CONTACT: PLANNER: VANCE JONES
ENGINEER: JASON REED, PE C66631
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBERS
021-274-038, -039

AREA
12.8 ± ACRES GROSS

RESIDENTIAL LOT SIZES
AVERAGE: 4,029 SQ. FT.
MAXIMUM: 8,864 SQ. FT.
MINIMUM: 3,200 SQ. FT.

LOT COUNT SUMMARY
84 SINGLE FAMILY RESIDENTIAL LOTS
3 WATER QUALITY/LANDSCAPE LOTS
1 EMERGENCY VEHICLE ACCESS LOT
88 LOTS TOTAL

EXISTING GENERAL PLAN LAND USE
COUNTRY ESTATES (CE)
LOW DENSITY RESIDENTIAL (LDR)
OPEN SPACE (OS)

PROPOSED GENERAL PLAN LAND USE
MEDIUM DENSITY RESIDENTIAL (MDR)
OPEN SPACE (OS)

EXISTING ZONING
VILLAGE COUNTRY ESTATES (VCE)
VILLAGE LOW DENSITY RESIDENTIAL (VLDR)
VILLAGE OPEN SPACE (VOS)

PROPOSED ZONING
VILLAGE MEDIUM DENSITY RESIDENTIAL (VMDR)
VILLAGE OPEN SPACE (OS)

PARKS & RECREATION
CITY OF LINCOLN

POLICE & FIRE PROTECTION
CITY OF LINCOLN

SCHOOL DISTRICT
WESTERN PLACER UNIFIED SCHOOL DISTRICT

SEWER
CITY OF LINCOLN

STORM DRAIN
CITY OF LINCOLN

WATER
CITY OF LINCOLN

ELECTRICITY
PG&E

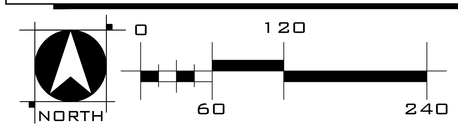
NATURAL GAS
PG&E

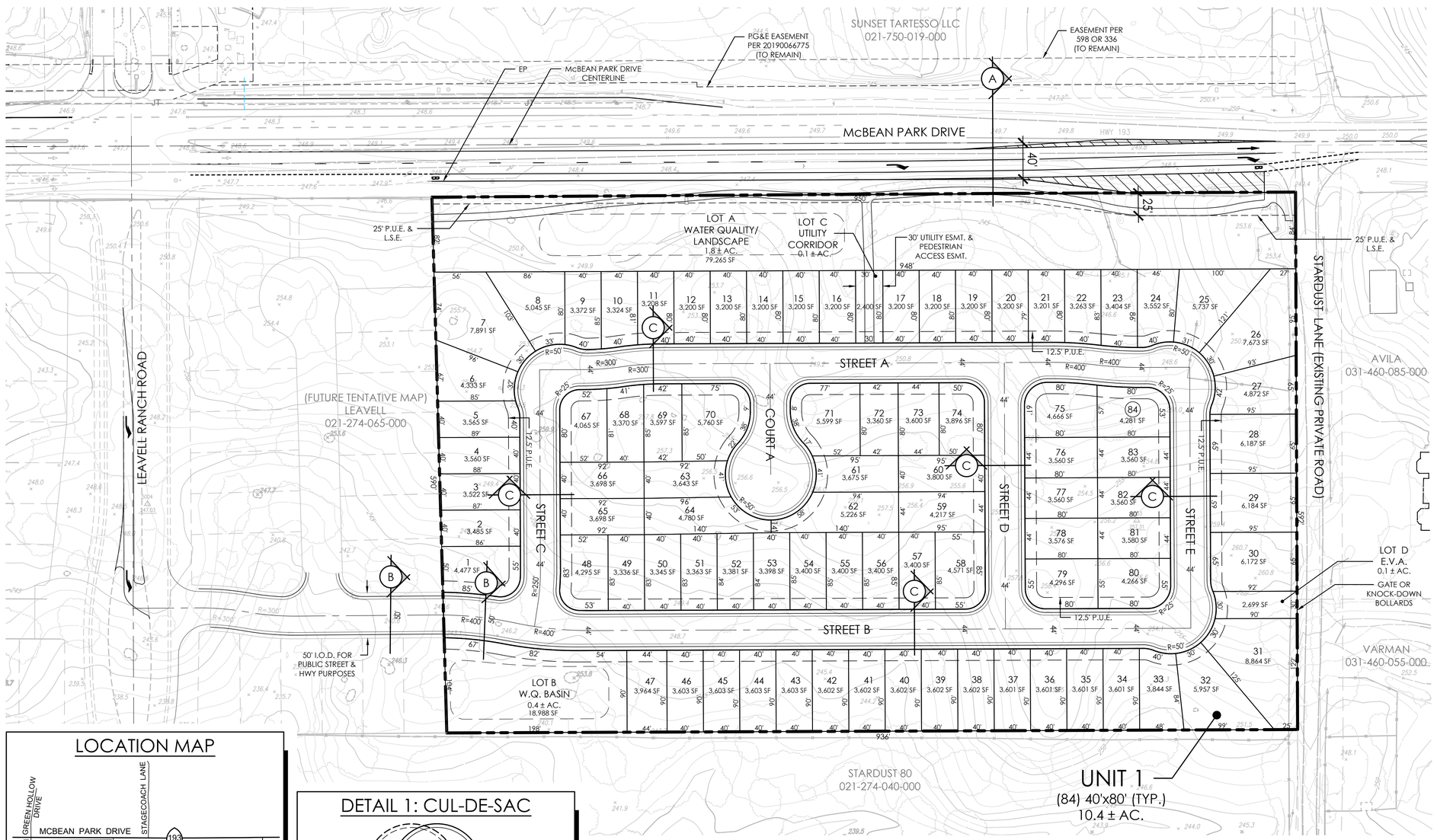
NOTE:
1) *SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.*
2) *EXISTING TOPOGRAPHY PROVIDED BY WOOD RODGERS AND WAS FLOWN IN 2024. CITY OF LINCOLN BENCHMARK "LIN-8A."*
3) *UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.*
4) *ALL EXISTING RECORDED EASEMENTS ON THE PROPERTY HAVE BEEN VERIFIED AND ARE SHOWN HEREON.*
5) *OWNER WILL DEDICATE ALL EASEMENTS AND LETTERED LOTS NECESSARY TO PROVIDE ALL ONSITE UTILITIES AND ROADWAYS.*
6) *A 12.5' P.U.E. SHALL BE LOCATED ADJACENT TO ALL PUBLIC STREETS UNLESS OTHERWISE SHOWN ON THIS TENTATIVE SUBDIVISION MAP.*
7) *THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.*
8) *ALL EXISTING STRUCTURES AND SEPTIC SYSTEMS TO BE REMOVED. EXISTING WELLS TO BE REMOVED OR TO REMAIN AS NOTED.*
9) *THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.*
10) *MASTER UTILITY STUDIES WILL BE PROVIDED AT THE TIME OF VILLAGE IMPROVEMENT PLAN SUBMITTAL.*
11) *LOT LINES MAY BE ADJUSTED AT THE TIME OF FINAL MAP PROVIDED THAT NO ADDITIONAL LOTS ARE CREATED AND RESULTING DESIGN IS IN SUBSTANTIAL CONFORMANCE WITH THIS TENTATIVE SUBDIVISION MAP. FUTURE PUBLIC LOTS ARE NOT TO BE COUNTED AS "LOTS" TOWARD ANY FUTURE BOUNDARY LINE ADJUSTMENT.*
12) *FINAL SUBDIVISION MAPPING SHALL BE PREPARED TO IDENTIFY ALL R/W, IOD'S, AND/OR PUBLIC/PRIVATE STREETS, IF ANY, NEEDED TO ACCOMMODATE THE CONSTRUCTION PHASING OF THE VILLAGES SHOWN ON THIS TENTATIVE MAP.*
13) *ALL PUBLIC STREETS, LIGHTS, AND DRAINAGE FACILITIES TO BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS, EXCEPT AS SHOWN OTHERWISE HEREON.*
14) *LOTS 26-31 WILL RELINQUISH ACCESS RIGHTS TO STARDUST LANE.*

LOT SUMMARY

UNIT/LOT NO.	LAND USE	LOT SIZE (MIN.)	UNITS	ACRES (G)	DENSITY (DU/AC)
1	MEDIUM DENSITY RESIDENTIAL	40'X80'	84	10.4	8.1
SUBTOTAL	-	-	84	10.4	8.1
A-B	WATER QUALITY/LANDSCAPE	-	-	2.2	-
C	UTILITY & PEDESTRIAN ACCESS	-	-	0.1	-
D	EMERGENCY VEHICLE ACCESS	-	-	0.1	-
SUBTOTAL			-	2.4	-
TOTAL			84	12.8	-

NOTE: 50' I.O.D. FOR PUBLIC STREET AND HIGHWAY PURPOSES TO BE PROVIDED OVER STREET B CONNECTION TO LEAVELL RANCH ROAD (OFFSITE).





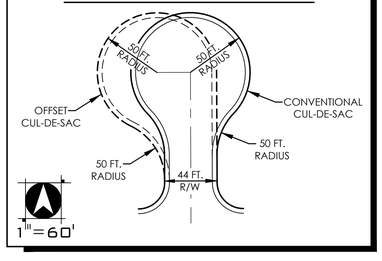
LOCATION MAP

SURVEYOR'S STATEMENT

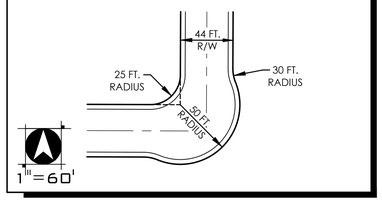
THE BOUNDARY SHOWN HEREON IS BASED ON THE LEGAL DESCRIPTION AS DESCRIBED IN THE PRELIMINARY TITLE REPORT PREPARED BY PLACER TITLE COMPANY, ORDER NO. P-625666 DATED MARCH 8, 2024. ALL EASEMENTS SHOWN IN THE REPORT ARE SHOWN HEREON OR IF AN EASEMENT IS NOT PLOTTABLE OR BLANKET, A NOTE TO THAT EFFECT IS SHOWN HEREON. ANY PUBLIC EASEMENTS TO BE ABANDONED ARE SHOWN AS "TO BE ABANDONED WITH FINAL MAP (IF APPLICABLE)."

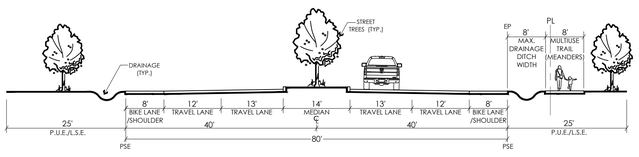
PROFESSIONAL LAND SURVEYOR CRAIG E. SHIELDS 12/31/2027 No. 7944 STATE OF CALIFORNIA

DETAIL 1: CUL-DE-SAC

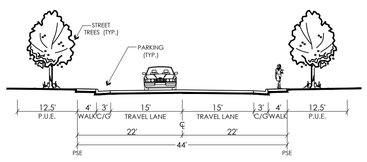


DETAIL 2: ELBOW

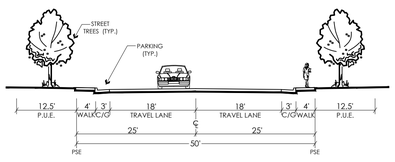




A *ARTERIAL (SR 193/McBEAN PARK DRIVE) - ULTIMATE CONDITION
80' PUBLIC STREET EASEMENT
SCALE: 1"=15'
* REFER TO GEOMETRIC APPROVAL DRAWING ACCOMPANYING SUBMITTAL FOR INTERIM VS. ULTIMATE IMPROVEMENTS BY OTHERS.



C MINOR RESIDENTIAL (WITH ON-STREET PARKING)
44' PUBLIC STREET EASEMENT
SCALE: 1"=15'



B PRIMARY RESIDENTIAL (WITH ON-STREET PARKING)
50' PUBLIC STREET EASEMENT
SCALE: 1"=15'

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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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Roseville, CA 95816
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Fax 916.341.7767

SHEET 1 OF 3

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RESOLUTION 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ADOPTING THE PROPOSED ADDENDUM TO THE CERTIFIED VILLAGE 1 SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (STATE CLEARING HOUSE # 2010102018) CERTIFYING THAT THE STARDUST 12 PROJECT WILL NOT RESULT IN ANY NEW SIGNIFICANT INFORMATION OF SUBSTANTIAL IMPORTANCE, NEW IMPACTS, NEW MITIGATION MEASURES, NEW OR REVISED ALTERNATIVES, OR AN INCREASE IN THE SEVERITY OF PREVIOUSLY IDENTIFIED IMPACTS THAT WOULD REQUIRE MAJOR REVISIONS TO THE VILLAGE 1 SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT, AND THEREFORE, PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15162, THE PREPARATION OF AN ADDITIONAL SUPPLEMENTAL OR SUBSEQUENT EIR IS NOT REQUIRED (APPLICANT: JEN CALIFORNIA 28, LLC / PROPERTY OWNER: JAMES B. GUERTIN)

WHEREAS, the City of Lincoln received an application from JEN California 28, LLC seeking City approval of the Stardust 12 Project; and

WHEREAS, on November 27, 2012, the City Council of the City of Lincoln certified the Final Environmental Impact Report (EIR) for the Village 1 Specific Plan (SCH #2010102018), which analyzed the environmental impacts of development within the 1,832-acre Specific Plan project area, including up to 5,639 dwelling units at ranges of 1.0 to 25.0 units per acre. Approximately 985 of the 1,832 acres are dedicated to residential uses, with approximately 40 acres of mixed-uses that could include residential development, retail, office, and public/semi-public facilities. Other uses included the existing Turkey Creek Golf Course, open space, parks, an elementary school and city-owned facilities; and

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

WHEREAS, the proposed Stardust 12 Project includes residential uses and open space uses consistent with the types and density of uses in the Village 1 Specific Plan, and would not cause the total developable acreage or unit count for Village 1 to exceed the levels assumed in the Final EIR; and

WHEREAS, all mitigation measures identified within the previously certified Final EIR and adopted Mitigation Monitoring Program, as revised on September 26, 2023, which is included as Exhibit B, shall remain applicable to the Stardust 12 Project; and

WHEREAS, the applicable 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 land use changes; and an Addendum to the certified EIR has been prepared (provided as Exhibit A); and

WHEREAS, the City consulted with the United Auburn Indian Community of the Auburn Rancheria (UAIC) and reached agreement on treatment of Tribal Cultural Resources that could be affected by the Project, with consultation closing on March 3, 2026; and

WHEREAS, on March 18, 2026, the Planning Commission reviewed and considered the above Environmental Documents, and recommended that the City Council determine the Project would not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the EIR and certify the Addendum to the Village 1 Specific Plan EIR; and

WHEREAS, notices describing the Stardust 12 Project and the time and place of the City Council hearing, including a general explanation of the matter to be considered was published in the Lincoln News Messenger and sent to neighboring property owners pursuant to Chapter 18.92 of the Lincoln Municipal Code; and

WHEREAS, on April 28, 2026, the City Council did hold a duly noticed public hearing and, following discussion and public testimony, voted to determine the Project would not result in any new significant environment effects or substantial increases in the severity of significant effects pervious identified in the EIR.

NOW THEREFORE BE IT RESOLVED:

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

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

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

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Exhibits:

A. Addendum to the Village 1 Specific Plan EIR for the Stardust 12 Project
B. Village 1 Specific Plan EIR Mitigation Monitoring Report

STARDUST 12 PROJECT IN VILLAGE 1

CEQA ADDENDUM

INTRODUCTION

The Stardust 12 project is located within the Village 1 Specific Plan. The Village 1 Specific Plan (Specific Plan) provides direction for development of 1,832 acres of land within the City of Lincoln. The Specific Plan identifies land use designations and zoning for the plan area, the circulation system, utilities systems, parks and open space, and other planning considerations. In addition, the Specific Plan includes a wide range of goals and policies, design guidelines and development standards that 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 were adopted to address changes to the Oak Tree Lane connection to Sierra College Boulevard and provision of an additional elementary school site. In 2015, 1,712 acres of the Village 1 Specific Plan were annexed 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 McBean Park Drive. The amendments reduced the amount of land designated Village Country Estates (VCE) and increased the amount of Village Low Density Residential (VLDR) acreage within the northern portion of the Turkey Creek Estates project. This resulted in a reduction of 128 VCE units and a corresponding increase of 128 VLDR units. Parks acreage was also reduced slightly, and there was an increase in the amount of open space. The total amount of developable acreage within the Specific Plan was unchanged. In September 2023, the City Council approved another amendment to the Village 1 Specific Plan, realigning Oak Tree Lane and making minor modifications to the land use plan. As a result, the total number of residential units was reduced to 5,610 from 5,639.

The Stardust 12 project is proposed for Planning Area (PA) 20, 21-B and 90-B.

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

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

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

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

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

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

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

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

If there are some changes to the project, or if additional information is needed, but none of the above criteria are met, then the Lead Agency may prepare an addendum (CEQA Guidelines Section 15164). This Addendum evaluates whether the Stardust 12 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 12 project would not result in new significant environmental impacts or substantially increase the severity of environmental impacts identified in the Village 1 EIR. As discussed below, the changes to the project would not substantially increase any significant impacts identified in the EIR. The discussion in this Addendum focuses on impacts that were found to be significant in the Village 1 EIR, with or without mitigation, and/or for which the proposed Stardust 12 project would result in a substantial change in the severity of a significant impact (either reducing or increasing the severity).

PROJECT OVERVIEW

The Stardust 12 project provides for 84 medium density residential units and 1.8 acres of open space on approximately 12.8 acres located within the Village 1 Specific Plan area within the City of Lincoln. The project as proposed would require that the current land use designations and zones be changed from VLDR and VCE to Village Medium Density Residential (VMDR).

Project Location

The project site is located in the City of Lincoln south of McBean Park Drive and west of Stardust Lane within the Village 1 Specific Plan (see Figures 1 and 2). The Assessor's Parcel Numbers are 021-274-038-000 and 021-274-039-000. The project site is bounded by McBean Park Drive to the north, Stardust Lane to the east, the recently-approved Stardust subdivision to the south, and a vacant Village 1 VLDR-zoned parcel to the west.

Primary access to the project site would be provided by a connection to the future Leavell Ranch Road. An emergency vehicle access (EVA) would connect to Stardust Lane.

The project site is currently zoned VLDR (5.3 acres), VCE (5.7 acres) and Village Open Space (VOS) (1.8 acres).

The project site is undeveloped. The project site slopes range from 5% to 10%. The project site consists primarily of oak woodland, with a grassland understory and some scattered rock outcroppings.

Proposed Project Components

A total of 84 VMDR units are proposed for 10.4 acres, resulting in a density of approximately 8.1 units per acre. The current zoning allows for a maximum of 2.9 units per acre for VCE and 5.9 units per acre VLDR.

Because the proposed project density is greater than allowed under the current zoning, the applicant is requesting that the entire project site, with the exception of the 1.8 acres of VOS, be rezoned VMDR. Table 1 and Figure 3 compare the existing and proposed land use designation/zoning for the project site.

Under the current zoning, the total number of units that could be developed on the project site is 48. The project proposes to construct 84 units, an increase in 36 units. However, the total number of units allowed within the Village 1 plan area would not be increased, due to reductions elsewhere in the plan area. The applicant also developed the recently-approved Parkwood project with 42 fewer units than the zoning for that site allowed. Therefore, the applicant is proposing to apply 36 of the 42 units from the Parkwood project to the proposed Stardust 12 project. The layout of the proposed project is shown in Figure 4.

Table 1
Land Use Comparison

Land Use/Zone	Adopted Specific Plan Acreage	Proposed Acreage	Difference
Village Country Estates (VCE)	5.7	0.0	-5.7
Village Low Density Residential (VLDR)	5.3	0.0	-5.3
Village Medium Density Residential (VMDR)	0.0	11	+11.0
Village Open Space (VOS)	1.8	1.8	0
Total	12.8	12.8	0

The 84 residences built within the project site would be single or two story. All units would be single family. Lots would range from 30 to 65 feet in width (most lots would be 40 feet wide) and 80 to 125 feet in depth. Residential parcels would range in size from 3,200 to 8,864 square feet, with an average lot size of 4,029 square feet. With one exception, the largest parcels would be located along the eastern boundary of the project site.

Circulation
Access to the project site would be provided by a connection to Leavell Ranch Road (formerly called the Oak Tree Lane extension), which connects north to McBean Park Drive. If the proposed project is constructed prior to completion of the portion of Leavell Ranch Road required to obtain access to the project site, the project would be responsible for constructing that roadway portion to McBean Park Drive. This section of Leavell Ranch Road is planned to have single travel lanes in each direction, with bike/NEV lanes and separated sidewalks on each side.

The proposed project would also construct improvements along McBean Park Drive to conform with the ultimate layout of the southern half of the road along the project boundary. That portion of McBean Park Drive is planned to have a 14-foot median, two travel lanes, a bike lane/shoulder, drainage ditch and multiuse trail.

An emergency vehicle access (EVA) would connect to Stardust Lane, adjacent to the eastern project boundary. It would be gated with an override for emergency vehicles to access the site, or knock-down bollards would be installed.

Utilities
New onsite and offsite infrastructure are proposed to be constructed as part of the project consistent with the Village 1 Specific Plan. Water, sewer and drainage services will be provided by the City of Lincoln. Under the Village 1 Specific Plan, major water, sewer and dry utility lines will be placed within the Leavell Ranch Road right-of-way, connecting to lines in McBean Park Drive. The proposed project

would connect to water lines in Leavell Ranch Road via the project access road. A sewer line would connect directly to McBean Park Drive through a utility corridor (see Figure 4).

A water quality basin would be constructed within the southwestern corner of the project site (Lot B) to collect and treat project stormwater runoff. A bioretention basin would also be constructed in the western half of the VOS parcel.

Offsite Improvements
The proposed project includes two offsite components. First, the two-lane connection to Leavell Ranch Road would be constructed offsite, immediately west of the project site (See Figure 4). Second, the proposed project would construct frontage improvements along McBean Park Drive to conform to the ultimate design of this roadway segment (see Figure 4), including an additional vehicle lane, bike lane, drainage ditch and separated, multiuse trail.

ENVIRONMENTAL ANALYSIS

Aesthetics and Visual Quality
The Village 1 EIR found that changes in the visual character of the plan area would be a significant and unavoidable impact due to the conversion of open views of agricultural land and oak woodlands to an urban and suburban development (Impact 4.1-2). The City adopted a Statement of Overriding Considerations documenting that the benefits of the Specific Plan outweighed the environmental effects, including changes in visual quality. The EIR also found that the introduction of lighting into the plan area would be mitigated to a less-than-significant level with mitigation requiring that all light standards be shielded and directed downward (Impact 4.1-3).

The proposed Stardust 12 project would not substantially alter the severity of visual impacts identified in the Village 1 EIR. The proposed project would alter existing views from McBean Park Drive and Stardust Lane by converting the existing vacant land to urban uses. Along McBean Park Drive, the views would change to an expanded roadway, with a bike lane, landscaping, a multiuse trail and a wall, similar to existing and future views along this roadway. The second stories of houses may be visible as well.

The primary views of the project site from Stardust Lane would be of fencing. 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. As required by the Village 1 General Development Plan, building heights in the VMDR zone are limited to two stories or 36 feet. The project has been designed with wider lots adjacent to Stardust Lane than required for VMDR units. As a result, the six units adjacent to Stardust Lane under the proposed project is only two more than the four that would be allowed under the VCE zone. The spacing of units on this edge would be greater than the Stardust project to the south, which is zoned VLDR, adjacent to Stardust Lane. In addition, the lots adjacent to Stardust Lane would be deeper than most other units in the project site, and the General Development Plan would be revised to require 20-foot rear yard setbacks from the eastern boundary, similar to the setback requirement for VLDR County-adjacent rear lots.

The project site is not visible from a scenic highway, existing public gathering areas (e.g., parks) or roadways, or from existing residential areas. Therefore, the development would not alter existing, publicly-accessible views, and no new visual impacts would occur.

The proposed project would introduce new sources of light; however, compliance with Mitigation Measure 4.1-3 (shielding light fixtures and directing them downward) would ensure that the impact is not more severe than indicated in the Village 1 EIR.

Impacts Associated with Ground Disturbance

The proposed project would not alter the amount of Open Space or the acreage to be disturbed within the Village 1 Specific Plan. Therefore, impacts due to ground disturbance and development would be consistent with the assumptions of the EIR. 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.

The proposed project identifies two offsite improvements—the two-lane connection to Leavell Ranch Road west of the project site and frontage improvements along McBean Park Drive. The construction of Leavell Ranch Road and roadway improvements to McBean Park Drive are shown in the Village 1 Specific Plan, and were therefore considered in the Village 1 EIR at a programmatic level. Because this area was assumed to be developed in the Village 1 Specific Plan and EIR, it would not increase the area of disturbance for the Specific Plan as a whole, nor increase the impacts associated with ground disturbance.

Agriculture

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

Biological Resources

A Biological Resources Assessment was prepared for the project site and the offsite improvements. The primary habitat within the project site is mixed oak woodland, occupying approximately 13.8 acres of the project site and offsite areas. Other habitat includes approximately 2.8 acres of blue oak woodland along the southern border and within the offsite connection to Leavell Ranch Road, annual grassland, and oak savannah. The northeast corner of the project site is ruderal habitat. The study area also includes road and rural residential areas[2].

There are no aquatic resources within the project site or offsite improvement areas.[3]

The project site provides potential habitat for a small number of special-status species. Big-scale balsam root, a special-status plant, could occur within annual grasslands and oak forest and woodland. A reconnaissance level survey was conducted during the blooming period for this species, and it was not observed. The project site provides potential foraging habitat for the following special-status bird species: tricolored blackbird, burrowing owl, Swainson's hawk and white-tailed kite. Nesting habitat is also present in the project site for these species, with the exception of tricolored blackbird. The potential of occurrence is considered low for tricolored blackbird and burrowing owl, moderate for Swainson's hawk and high for white-tailed kite. The project site also provides low potential for occurrence of Crotch's bumble bee, a candidate for listing under the California Endangered Species Act, which typically occurs in open grasslands and scrub habitats with suitable floral resources. The study area lacks a high density of floral resources, but the oak woodland could support flowing populations within the understory and ground squirrel burrows could provide potential nesting and overwintering habitat.[4]

The Stardust 12 project would replace the natural habitats with residential development, streets and associated facilities. As a result, there would be the potential loss of one special-status plant species habitat (Impact 4.4-3), the loss of oak woodlands (Impact 4.4-14) and potential loss of habitat and/or

1 City of Lincoln, *Draft Environmental Impact for the Village 1 Specific Plan*, May 2012, Figure 4.2-1.
2 Madrone Ecological Consulting, *Biological Resources Assessment, Stardust Property*, November 2025, Figure 3.
3 Madrone Ecological Consulting, *Biological Resources Assessment, Stardust Property*, November 2025, page 2.
4 Madrone Ecological Consulting, *Biological Resources Assessment, Stardust Property*, November 2025, Table 4.

disturbance of nesting habitat for several bird species (Impacts 4.4-5 through 4.4-8, 4.4-10 and 4.4-16). The Village 1 EIR anticipated development of this area, so the loss of biological resources would not result in new or substantially more severe impacts on biological resources. In addition, the mitigation measures identified in Section 4.4, Biological Resources, of the EIR, which must be implemented by the Stardust 12 project, would reduce impacts on biological resources to a less-than-significant level. These measures include rare plant and nesting bird surveys prior to initiation of ground disturbance, and ensure compensation for loss of oak woodlands. Because the Crotch's bumble bee is not a listed species and its potential to occur within the project site is low, the impact on this species would not be significant.

Since the Village 1 Specific Plan was originally adopted, Placer County prepared and adopted the Placer County Conservation Plan (PCCP), which addresses many of the special-status species and habitats that are identified in the Village 1 EIR. In 2020, the City of Lincoln adopted the PCCP and made findings that the PCCP EIS/EIR adequately addressed the environmental impacts of the PCCP, including the environmental effects of future development. The City's adoption of the PCCP requires that development projects participate in the PCCP in order to mitigate the effects on those species addressed by PCCP and that would be adversely affected by the project development. Therefore, Village 1 mitigation measures addressing species covered by the PCCP have been supplanted by the requirement to comply with the PCCP.

Therefore, for those species and habitats covered by the PCCP, the Stardust 12 applicant shall comply with the PCCP rather than implementing the Village 1 EIR biological resources mitigation measures for those PCCP-covered species. 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.[5]

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, and tricolored blackbird.[6] 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 could be mitigated through payment of the PCCP fee, which would be used to preserve and/or enhance areas with these habitats.

For those habitats or species that are not covered by the PCCP, a project would need to implement

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

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

the applicable CEQA mitigation. In the case of the Stardust 12 project, one plant species could be affected (big-scale balsamroot) and the PCCP does not address plants. Therefore, the project would still need to implement Mitigation Measure 4.4-3, which addresses rare plant species. Mitigation Measures 4.4-13, which addresses ambient light affecting wildlife, would also need to be implemented even if the applicant paid the PCCP fee.

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, an evaluation of cultural resources located within the project site and two areas proposed for offsite infrastructure was prepared by ECORP Consulting, Inc., including a records search and a field verification visit. The entire site was subject to the pedestrian survey using 15-meter transects.[7]

Three historic resources were identified. Two, the Leavell Ranch Granite Quarry and a Nevada Irrigation District Ditch, had been identified in previous surveys. A third historic resource was identified by ECORP—Stardust Lane— which abuts the eastern boundary of the project site, and which is shown on an 1891 USGS map. None of these resources were determined to be eligible for listing on either the National Register of Historic Places or the California Register of Historic Resources.

No prehistoric resources had been identified in previous surveys, and ECORP did not identify any during their survey. Nonetheless, there is a moderate potential for subsurface resources to be present within the project site.[8]

The Stardust 12 project would disturb the same area assumed to be disturbed in the Village 1 EIR, so the potential to damage or destroy undiscovered archaeological resources and/or paleontological resources would be unchanged. Although no archaeological resources were identified during the survey, subsurface resources could be present. Construction activities, particularly grading and excavation could damage or destroy such resources, if any are present. Mitigation Measure 4.5-3(a) requires that preconstruction training be given to all construction personnel involved in grading or excavation to inform them of how to identify cultural resources that might be uncovered during ground disturbance. In addition, a certified tribal monitor must be hired to monitor areas that have been deemed to be culturally sensitive. Mitigation Measure 4.5-3(b) lays out the process to follow if previously unidentified subsurface archaeological or tribal resources are discovered during construction. Mitigation Measure 4.5-4 identifies the steps to take should human remains be discovered. For any prehistoric site that is discovered, and 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.

For areas that would be disturbed, Mitigation Measures 4.5-2 through 4.5-5 would ensure that the

7 ECORP Consulting, Inc., *Cultural Resources Inventory and Evaluation Report for the Stardust 12 Property Project, Placer County,, California*, November 2025, page 27.

8 ECORP Consulting, Inc., *Cultural Resources Inventory and Evaluation Report for the Stardust 12 Property Project, Placer County,, California*, November 2025, page 39.

resources are protected from harm, evaluated, and handled by qualified professionals.

Tribal Cultural Resources
Although no prehistoric resources were identified within the project site during the archaeological survey, there could be resources present that are important to local tribes. Mitigation Measure 4.5-2, as revised in September 2023, outlines the process for consultation with California Native American tribes that are traditionally and culturally affiliated with the Village 1 plan area, and that requested notification pursuant to AB 52. The City notified the United Auburn Indian Community (UAIC) of the proposed Stardust 12 project, and shared the finding of the Cultural Resources Report that no prehistoric resources were identified during site surveys. Representatives of the UAIC and the applicant, along with City staff, conducted one site visit on January 9, 2026 during consultation. Negotiation with the tribe resulted in agreement with respect to onsite monitoring and construction activities, and consultation was closed on March 3, 2026.

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.[9] The Phase 1 ESA reported that the project site is vacant, and has been undeveloped since at least 1891. A records search and site reconnaissance did not find any evidence of soil, soil gas or groundwater impairments due to current or past use of the project site. Database searches did not identify any documentation of hazardous materials violations or discharge on the property, or contaminated sites in proximity to the project site.[10] The Phase 1 ESA concludes that there is no evidence of hazardous materials on the project site, and that no additional study is needed at this time.[11]

Because no contaminated sites or hazardous features were identified on the project site or in the immediate vicinity, construction workers and project occupants would not be exposed to substantial health risks associated with existing contaminated soils, and the Stardust 12 project would not alter the severity of impacts related to hazardous materials.

The Village 1 EIR also addressed hazardous materials impacts resulting from the abandoned Titan missile base. The Stardust 12 project site is not located on parcels that are affected by the abandoned missile base, and, therefore, is not subject to contamination from the base.

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. The proposed project would increase stormwater runoff over existing conditions, and therefore potentially increase flood volumes requiring storage (Impacts 4.8-1, 4.8-2, 4.8-7 and 4.8-9), as well as the potential degradation of stormwater runoff due to erosion and/or urban contaminants (Impacts 4.8-4, 4.8-5 and 4.8-9). These impacts were fully addressed in the Village 1 EIR, and the mitigation measures identified in Section 4.8, Hydrology and Water Quality, would be required of the Stardust 12 project, and would be adequate to reduce impacts related to water quality, flooding and hydrology to a less-than-significant level.

9 Engeo, *Stardust, Lincoln, California Phase 1 Environmental Site Assessment,* May 15, 2024.
10 Engeo, *Stardust, Lincoln, California Phase 1 Environmental Site Assessment,* May 15, 2024, page 1.
11 Engeo, *Stardust, Lincoln, California Phase 1 Environmental Site Assessment,* May 15, 2024, page 12.

Land Use

The Stardust 12 project would not substantially alter the potential for land use conflicts within the plan area, because the same types of uses (single-family homes) as provided for in the Specific Plan would be developed (Impact 4.9-1).

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 project has been designed with wider lots adjacent to Stardust Lane than required for VMDR units. As a result, the six units adjacent to Stardust Lane under the proposed project are only two more than the four that would be allowed under the VCE zone. The spacing of units on this edge would be greater than the Stardust project to the south, which is zoned VLDR adjacent to Stardust Lane. In addition, the lots adjacent to Stardust Lane would be deeper than most other units in the project site, and buildings would need to be setback at least 20 feet from the eastern project boundary. 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 VMDR 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 the vicinity. This mitigation measure, in combination with the required setbacks 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 substantially alter traffic generated by Village 1, so there would be no change in future traffic noise levels (Impacts 4.10-1 and 4.10-4). As discussed above, the number of units proposed project would exceed the number allowed under the current zoning, by approximately 36 units. However, the total number of units allowed within the Specific Plan area would be unchanged. For example, the recently-approved Parkwood project would construct 42 fewer units than allowed under its zoning. Therefore, the distribution of residential units would change, but not the total number. This shift would affect internal traffic volumes to some extent, but because most residents would use Oak Tree Lane/Leavell Ranch Road, there would not be a substantial shift in traffic, or in traffic-related noise.

As shown in Village 1 Draft EIR Table 4.10-12, the 60 dBA Ldn contour will be approximately 207 feet from the centerline of Oak Tree Lane (now Leavell Ranch Road). 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 LOS was the standard of significance used to evaluate traffic impacts at time of adoption. While changes in LOS are no longer evaluated under CEQA, the City does have General Plan policies that address LOS.

Because the Stardust 12 project would not alter the total number of single family units within the Village 1 plan area, the project would not change the number of vehicle trips. As discussed above, there would be some internal shifts in the distribution of those trips due to the increase in the number of units associated with the proposed project, and the reduction of units elsewhere in the plan area. This would affect the level of traffic primarily on Oak Tree Lane/Leavell Ranch Road within the plan area, which would continue to operate within acceptable service level standards based on the projected capacity for Oak Tree Lane.[12] Consequently, the Stardust 12 project would not alter the conclusions of the EIR with respect to levels of service. Further, it would not increase the number of vehicle miles traveled associated with the Specific Plan (Section 14 of the Draft EIR). In addition, as required by Mitigation Measure 4.14-7, the Stardust 12 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 12 project. A bike lane and separated multi-use trail will be provided on the portion of McBean Park Drive constructed by the project; therefore, these impacts would continue to be less than significant under the proposed project.

Air Quality and Greenhouse Gas Emissions

Construction activities would generate dust and construction vehicle emissions (Impact 4.3-1). Because the amount of construction associated with the project would be similar to that assumed in the EIR, particularly when combined with the reduction in units to be developed elsewhere in the Specific Plan area, this increase would not be enough to substantially increase daily emissions levels. 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 12 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).

Parks and Open Space

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

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

12 DKS, *Lincoln Village 1—Revised Transportation Analysis*, July 5, 2002, Tables 2 through 9.

to the large amount of open space provided within Village 1.[13]

The Village 1 Specific Plan establishes the household population (number of persons expected per household) for various residential densities. The assumed household population of medium density residential development is 2.8 persons per household[14]. Given the project proposes to construct a maximum of 84 homes, it is assumed that the Stardust 12 project will have approximately 235 residents at build out. Therefore, the Stardust 12 project would be required to provide for acres 0.70 of open space, 0.70 acres of regional park and 0.57 acres of neighborhood park.

The project's obligation for 0.70 acres of open space would be fully met through the preservation of approximately 1.8 acres of open space on site. The proposed project does not provide any neighborhood or community parks or related facilities, and the Specific Plan does not identify any of these facilities within the project site. Therefore, the project's obligation for neighborhood and community parks would be met through the payment of park fees. As required by Mitigation Measure 4.12-7, these fees would off-set the cost of constructing the neighborhood and 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, or other park sites.

Other Public Services and Utilities

The Village 1 EIR found that the increased demand for law enforcement, fire protection and public schools would not result in significant environmental effects (Impacts 4.12-1 through 4.12-6). The Stardust 12 project would not alter the total number of residential units, commercial square footage or residents within Village 1 at buildout, so these impacts would remain less than significant.

The Village 1 Specific Plan area, including the project site, is in an area designated Moderate on the CAL FIRE Fire Hazard Severity Zones mapping, and is therefore not considered at substantial risk of wildfire.[15]

Similarly, because the Stardust 12 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 12 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 12 project would not result in any conditions identified in CEQA Guidelines Section 15162, and a subsequent or supplemental EIR is not required.

13 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.

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

15 CAL FIRE, City of Lincoln-Placer County, Local Responsibility Area Fire Hazard Severity Zones, January 22, 2025.

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.1 Aesthetics and Visual Quality				
4.1-3 The proposed project would introduce light and glare into the project area.	4.1-3(a) All light standards shall be shielded and directed downward so that no light falls onto adjacent properties. 4.1-3(b) Surfaces of multi-story buildings facing streets, open space, parks or residential neighborhoods shall not have reflective surfaces large enough to generate glare that creates a nuisance or safety hazard. 4.1-3l i. If future uses within any park include nighttime activities requiring overhead lights, the project applicant shall use site design and orientation in combination with a configuration of exterior light fixtures that emphasize close spacing and lower intensity light that is directed downward in order to minimize exposure of adjacent uses to lighting and to minimize the amount of light that is visible above the horizontal plane of the light fixture. ii.a. Activity-related lights (as opposed to security lighting) shall be turned off no later than 10:00 p.m. to reduce the amount of disruption to adjacent receptors; and/or ii.b. The City shall place a nuisance easement over parcels that will have direct views of such lights.	Applicant	O	DSD
4.3 Air Quality				
4.3-1 Construction of the proposed project would generate emissions of PM10 and PM2.5, ROG, NOx, and CO.	4.3-1 The following mitigation measures shall be implemented by the applicant(s) during all grading activities: 4.3-1(a) Prior to issuance of a grading permit, the applicant(s) shall submit to the City of Lincoln, as the lead agency, and receive approval of a Construction Emission/Dust Control Plan. The plan shall be submitted to the PCAPCD for review and comment prior to approval by the City. This plan must address the minimum Administrative Requirements found in section 300 and 400 of PCAPCD Rule 228, Fugitive Dust.	Applicant	G/C	PSD PCAPCD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
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
	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

MITIGATION MONITORING PROGRAM
VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT
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Impact	Mitigation Measures – Programmatic Portion	Responsible Entity	Timing/ Milestone	Monitoring and Enforcement Responsibility
	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, NOx, CO, PM10, and PM2.5).	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(b) Where natural gas is available, gas outlets shall be provided in residential backyards for use with outdoor cooking appliances, such as gas barbecues.	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
	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

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	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
4.4 Biological Resources				
4.4-3 The proposed project could result in	4.4-3(a) The project applicant shall retain a qualified biologist to conduct focused surveys in seasonal wetlands and non-native annual grassland habitats within the project site for special-status plant species including but not limited to big-scale balsamroot,	Applicant	P	DSD

MITIGATION MONITORING PROGRAM
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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

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
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-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.	Applicant	C	DSD PSD CDFG

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-6 The proposed project could result in the loss of nesting Swainson's hawk.	4.4-6(a) The project applicant shall retain a qualified biologist to conduct a Swainson's hawk nesting survey within the area to be disturbed, extending out to ¼ mile. The survey shall be conducted during the nesting season of the same calendar year that construction is expected to begin, and prior to the issuance of any grading permits. If this survey does not identify any nesting Swainson's hawk in the area within the project site that will be disturbed plus the ¼-mile radius, no further mitigation would be required.	Applicant	P	DSD PSD
	4.4-6(b) Should any active Swainson's hawk nests be located within ¼ mile of the disturbance area, no intensive new disturbances (e.g. heavy equipment operation associated with construction, use of cranes or draglines, etc.) or other project-related activities that could cause nest abandonment or forced fledging, shall be initiated within the ¼ mile (buffer zone) of an active nest between March 1 - September 15 (or until August 15 if a Management Authorization or Biological Opinion is obtained for the project). The buffer zone should be increased to 1/2 mile in nesting areas away from urban development (i.e. in areas where disturbance [e.g. heavy equipment operation associated with construction, use of cranes or draglines, new rock crushing activities] is not a normal occurrence during the nesting season).	Applicant	C	DSD PSD CDFG
	4.4-6(c) Nest trees should not be removed to the extent feasible. If a nest tree must be removed, a Management Authorization (including conditions to off-set the loss of the nest tree) must be obtained with the tree removal period specified in the Management Authorization, generally from October 1 to February 1. If construction or other project related activities that could cause nest abandonment or forced fledging are necessary within the buffer zone, then the project applicant shall retain a qualified biologist to monitor the nest site (to determine if the nest is abandoned).	Applicant	C	DSD PSD CDFG
	4.4-6(d) If an active nest is abandoned and if the nestlings are still alive, the project sponsor shall fund the recovery and hacking (controlled release of captive reared young) of the nestling(s). Routine disturbances such as agricultural activities, commuter traffic, and routine facility maintenance activities within ¼ mile of an active nest shall not be prohibited.	Applicant	C	DSD PSD CDFG

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.4-7 The proposed project could result in the loss of burrowing owl individuals (eggs, nestlings or juveniles).	4.4-7(a) The project applicant shall hire a qualified biologist to conduct both nesting and wintering season surveys for burrowing owl to determine if potential habitat within 500 feet of ground disturbance is used by this species. The timing and methodology for the surveys shall be based on the CDFG/Burrowing Owl Consortium Survey Guidelines and are detailed below. CDFG may require that these surveys be repeated annually if project construction is expected to span over two or more years. <u>Winter Season (December 1 through January 31)</u> • Four site visits on separate days, 2 hours before to 1 hour after sunset or 1 hour before to 2 hours after sunrise. <u>Nesting Season (February 1 to August 31)</u> • Four site visits on separate days, 2 hours before to 1 hour after sunset or 1 hour before to 2 hours after sunrise. At least two of the surveys shall be conducted during the peak nesting season between April 15 and July 15.	Applicant	P	DSD PSD CDFG
	4.4-7(b) In addition to the wintering and nesting season surveys, pre-construction surveys shall be conducted by an experienced biologist within 30-days prior to the start of work activities where land conversions are planned in known or suitable habitat areas. If construction activities are delayed for more than 30 days after the preconstruction surveys, then a new preconstruction survey will be required. All surveys shall be conducted in accordance with the CDFG/Burrowing Owl Consortium survey protocols (Burrowing Owl Consortium, 1993).	Applicant	P	DSD PSD CDFG
	4.4-7(c) If burrowing owls are discovered in the programmatic portions of the project site, the project applicant shall notify the City and CDFG. A qualified biologist shall implement a routine monitoring program and establish a fenced exclusion zone around each occupied burrow. No construction activities shall be allowed within the exclusion zone until such time that the burrows are determined to be unoccupied. The buffer zones shall be a minimum of 150 feet from an occupied burrow during the non- breeding season (September 1 through January 31), and a minimum of 250 feet from an occupied burrow during the breeding season (February 1 through August 31).	Applicant	P,C	DSD PSD CDFG
	4.4-7(d) The project applicant shall provide appropriate mitigation for project related effects on burrowing owl in consultation with CDFG. Mitigation can be conducted either onsite, or at an off-site location that is approved by the CDFG. Preference is for onsite within open space areas, if possible.	Applicant	C	DSD PSD CDFG

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
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
4.4-10 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

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	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 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.	Applicant	C	DSD PSD
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 evaluated, include P-31-0965, P-31-1679-H, P-31-1680, P-31-1682, P-31-	Applicant	P	DSD

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4.5-1 (continued)	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; If the significant historical resource is retained and reused, all rehabilitation, renovation, and additions shall meet Secretary of Interior standards to the extent feasible; iii) 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; iv) 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.			

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4.5-2 The proposed project could damage or destroy identified archaeological resources.	4.5-2a) As part of the subsequent CEQA review for any small lot tentative map, or grading or improvement plans for projects that do not require a small lot tentative map, in the unsurveyed portion of Phase 1 (APN's 021-272-012 and 021-272-013) and the programmatic portion of the Village 1 Specific Plan that has not been subject to comprehensive investigation for the identification of Tribal Cultural Resources (TCRs), the project applicant shall submit to the City a draft cultural resources report that meets the Secretary of the Interior's Standards for all previously unsurveyed portions of the project site. The City shall consult with the California Native American tribes traditionally and culturally affiliated with the geographic area prior to completion of the draft report. Upon receipt of a discretionary entitlement application (e.g., small lot tentative map), or grading or improvement plans for projects that do not require a discretionary entitlement, the City shall notify California Native American tribes traditionally and culturally affiliated with the geographic area who have requested notification pursuant to AB 52. The City shall request that the tribe(s) identify portions of the project site that could be sensitive or potentially sensitive for tribal cultural resources (TCRs) and evaluate any TCRs that the Tribe determines to be present. If requested by the Tribe(s), information regarding known sites and areas within the project boundaries that are potentially sensitive for TCRs shall be provided to the Tribe(s), and, if requested, a site visit will be conducted with tribal representatives.	Applicant	A,P,G	DSD

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4.5-2 (continued)	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 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.			

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4.5-2 (continued)	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
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

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Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.3-5 (continued)	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

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	4.5-3(c) If the consulting Tribe(s) determines that some or all of the affected property qualifies as a Tribal Cultural Landscape, including a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine (Public Resources Code section 5097.9) or a Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historical Resources pursuant to Public Resources Code §5024.1, including any historic or prehistoric ruins, any burial ground, any archaeological or historic site (Public Resources Code Section 5097.993), the archaeologist, in consultation with the tribe, shall recommend to the City potentially feasible mitigation measures that would preserve the integrity of the site or minimize impacts to it, including any or a combination of the following: i. Avoidance, preservation, and/or enhancement of all or a portion of the Tribal Cultural Landscape as open space or habitat, with a conservation easement dedicated to the most interested and appropriate tribal organization, if such an organization is willing to accept and maintain such an easement, or alternatively, a cultural resource organization that holds conservation easements; ii. An agreement with any such tribal or cultural resource organization to maintain the confidentiality of the location of the site so as to minimize the danger of vandalism to the site or other damage to its integrity; or *iii.* Other measures, short of full or partial avoidance or preservation, intended to minimize impacts to the Native American Cultural Place consistent with land use assumptions and the proposed design and footprint of the development project for which the requested grading permit has been approved.	Applicant	C	DSD
	4.5-3(d) After receiving such recommendations, the City shall assess the feasibility of the recommendations and impose the most protective mitigation feasible. In reaching conclusions with respect to these recommendations, the City shall consult with both the project applicant and the geographically and culturally affiliated Tribe(s) engaged in AB52 consultation with the City.	City	C	DSD
	4.5-3(e) Implement Mitigation Measure 4.5-4, in the event human remains are discovered.	See Measure 4.5-4		

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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 mitigation as it deems appropriate, taking account of the provisions of state law, as set forth in CEQA Guidelines section 15064.5(e) and Public Resources Code section 5097.98. The project applicant shall implement approved mitigation, to be verified by the City, before the resumption of ground-disturbing activities within 50 feet of where the remains were discovered.	Applicant/City	C	DSD
4.5-5 The proposed project could directly or indirectly destroy unique paleontological resources.	4.5-5(a) Construction personnel shall be informed of the possibility of discovering fossils anywhere within the project site, but primarily in the western part of Phase 1, and the protocol to be followed if a fossil is encountered. This information shall be included in the “cultural resources handbook” prepared under Mitigation Measure 4.5-3. It shall describe procedures to follow if fossils are encountered, provide a list of important contact information and phone numbers, and include written descriptions and photographic examples (where possible) of the fossils. The project applicant may also hire a professional who meets the Society of Vertebrate Paleontology standards to conduct a pre-construction training of all construction personnel involved in grading and excavation activity.	Applicant/City	C	DSD
	4.5-5(b) In the event that paleontological resources are discovered during earth-moving activities, ground-disturbing activity within 50 feet of the resources shall be halted until the project applicant hires a qualified paleontologist to examine the resources and assess its significance. If the resource is determined to be significant, representatives of the City of Lincoln (the City) and the qualified paleontologist shall determine the appropriate course of action (i.e., any additional exploratory measures deemed necessary for the further evaluation of and/or mitigation of adverse impacts to the resources), with the City making the final decision. All significant paleontological resources recovered shall be subject to scientific analysis	Applicant/City	C	DSD

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	and professional curation; a report of these activities shall be prepared for the City by the paleontologist according to current professional standards.			
	4.6 Greenhouse Gas Emissions and Climate Change			
4.6-1 The proposed project would generate greenhouse gas emissions, either directly or indirectly, that would contribute to global climate change.	4.6-1(a) An Energy Conservation Plan for all commercial and residential development shall be required prior to recordation of the first small lot Final Map. The plan shall describe the techniques and programs to be employed in the development of the project to achieve a minimum 15 percent energy efficiency above that required by the 2008 Title 24 energy efficiency regulations, or compliance with the then-current Title 24 energy efficiency regulations. These programs shall include one or more of the following, or equally effective measures: Participation in the PG&E Energy Star Performance Method. This method is available to builders of single-family and multi-family homes that are at least 15 percent more energy efficient than required by the 2008 Title 24 energy efficiency regulations and meet all US EPA specifications. Participating builders become part of the California Energy Star New Homes Program, and their homes earn the Energy Star label. Incremental incentives can also be earned by adding energy efficient appliances and/or lighting to homes. Plans submitted for Design Review shall include all energy efficiency features to be incorporated into the project. OR Participation in the New Solar Homes Partnership (NSHP) Performance Method. This method is available to builders of single-family homes that are at least 15 percent more efficient than required by the 2008 Title 24 energy efficiency regulations and meet all US EPA specifications. Prior to the issuance of a Building Permit, the floor plans and exterior elevations submitted in conjunction with the Building Permit application, shall show that the applicant has installed the appropriate number of solar panels or Photovoltaic roofing tiles throughout the project (described as lot numbers, locations, and/or building numbers and locations) to offset that development's share of the 7,599,510 kwh/year total Plan's onsite renewable energy offsets. OR Participation in the Build It Green Program, which was created by Build It Green, a non-profit organization whose mission is to promote health, durable, energy and resource efficient buildings throughout California. Using the Green Point Checklist, a home can be considered green if it fulfills the prerequisites and earns at least 50 points and meets the minimum points per category: Energy (30 points); Indoor Air	Applicant	I	DSD

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4.6-1 (continued)	Quality (5 points); Resources (6 points); and Water (9 points). Build It Green uses certified Green Point Raters to measure success with the program and verification of the measures employed to meet the requirements of the checklist. Plans submitted for Design Review shall include a completed copy of the Green Point Checklist.			
	4.6-1(b) The project applicant shall be responsible for having prepared, by an experienced and qualified firm, an Energy Resource Conservation Guide that will provide educational information on how homeowners can increase energy efficiency and conservation in their new homes. The information will be delivered to each original homeowner as part of the move-in package. The information packet shall be reviewed by, and be subject to approval of, City of Lincoln staff. A copy of the Energy Resource Conservation Guide shall be submitted to the City for review prior to the completion of construction activities, and finalized before occupancy.	Applicant	O	DSD
	4.6-1(c) Light Emitting Diode (LED) traffic signals and LED street lights, or more energy-efficient signals and streetlights, shall be installed in accordance with City improvement standards or as otherwise approved by the Development Services Director.	Applicant	G	DSD
	4.6-1(d) The project applicant shall prepare a tree planting program to guide the planting of shade trees within residential lots and along streets in a manner that reduces radiant heat. Commercial and retail parking lots shall be planted with shade trees that will produce 50% coverage within 15 years. Landscape Plans submitted for Design Review shall include a copy of the tree planting program.	Applicant	G	DSD
	4.6-1(e) A tree information planting and care guide shall be delivered to each original homeowner as a part of the move in package. If the guide is prepared by someone other than the City, it shall be reviewed by, and be subject to the approval of, City of Lincoln staff. . A copy of the tree information planting and care guide shall be submitted to the City for review prior to the completion of construction activities, and finalized before occupancy.	Applicant	O	DSD
	4.6-1(f) Energy efficient lighting fixtures shall be installed as part of the original construction of residential and commercial structures. Plans submitted for Design Review shall include documentation of the energy efficient lighting fixtures to be used.	Applicant	B	DSD
	4.6-1(g) New commercial buildings shall be 15 percent more energy efficient than the 2008 Title 24 building standards based on annual energy usage requirements, or comply with the then-current Title 24 energy efficiency regulations. Plans submitted for Design Review shall include all energy efficiency features to be incorporated into the project.	Applicant	B	DSD

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4.6-1 (continued)	4.6-1(h)	Prior to approval of Improvement Plans, the applicant shall show that the roadway system shall be designed to accommodate the usage of neighborhood electric vehicles (NEVs).	Applicant	G	DSD, PSD
	4.6-1(i)	Prior to approval of a Grading Permit, Improvement Plans, or Design Review approval, the applicant shall show that bus turnouts and transit shelters shall be placed on roadways that are to be served by future bus transit in accordance with City improvement standards and as otherwise directed by City's Development Services Director.	Applicant	G	DSD, PSD
	4.6-1(j)	Implement Mitigation Measure 4.3-2.	See MM 4.3-2		
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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4.8 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 localized and downstream flooding.	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 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.	Applicant	G	PSD DSD

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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 (continued)**	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 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.	Applicant	I	PSD DSD
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 <u>Low Impact Development BMPs</u>. 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	Applicant	G	PSD DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.8-4 (continued)	infrastructure. 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,			

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	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 waterquality 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				
4.9-1 The proposed project could result in internal land use incompatibilities.	4.9-1(a) Implement Mitigation Measures 4.1-3(a) and 4.10 3.	Applicant	B	DSD
	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.	City	O	DSD
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

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	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
4.10-2 The proposed project would expose noise-sensitive land uses to construction noise.	4.10-2(a) Construction hours shall be limited to 7am to 7pm, Monday through Friday (unless extended by special permit). 4.10-2(b) All internal combustion engines associated with stationary and mobile construction equipment shall have adequate mufflers equal to or better than those supplied with the equipment by the manufacturer. 4.10-2(c) Onsite construction staging areas shall be located as far as practical from existing residential areas. 4.10-2(d) Advance notice shall be provided to all residences located within 300 feet of extensive compaction activities, including the approximate start date and duration of such compaction activities.	Applicant	C	PSD, DSD

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
4.10-4 The proposed project would contribute to cumulative increases in traffic noise levels.	4.10-4 The City shall coordinate with Caltrans and/or South Placer Regional Transportation Authority (SPRTA) when Sierra College Boulevard is widened to four lanes south of SR 193 to encourage the use of rubber asphalt or an equally effective noise-suppressing surface.	City	When SCB planned for widening	DSD
4.10-5 The proposed project could expose future noise-sensitive land uses within the Village 1 Specific Plan area to elevated traffic noise levels.	4.10-5(a) Any residential development proposed within the 60-65 dB Ldn contour distances of Table 4.10-12, as measured from roadway centerline, shall include one of the following measures to ensure traffic noise does not exceed acceptable limits at the exterior and interior spaces of the residences: i) The setback from the roadway shall be increased to locate the primary outdoor activity area beyond the 60 dB Ldn contour. OR ii) The primary outdoor activity areas shall be located on portions of the property that are shielded from view of the roadway(s). OR iii) Noise barriers shall be constructed of sufficient height to intercept line of sight between the primary outdoor activity areas and roadway(s) in question. Such barriers could take the form of earthen berms, solid walls, or a combination of the two. OR iv) The residential structures shall be located between the primary outdoor activity area and subject roadway(s).	Applicant	G	DSD
	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

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	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
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

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
	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	
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)		

MITIGATION MONITORING PROGRAM VILLAGE 1 SPECIFIC PLAN – STARDUST 12 PROJECT March 2026				
Impact	**Mitigation Measures – Programmatic Portion**	**Responsible Entity**	**Timing/ Milestone**	**Monitoring and Enforcement Responsibility**
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 12 PROJECT March 2026					
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 12 PROJECT March 2026				
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 12 PROJECT March 2026					
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 improve-ment 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 improve-ment 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

RESOLUTION 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE VILLAGE 1 SPECIFIC PLAN AMENDMENTS ASSOCIATED WITH THE STARDUST 12 PROJECT (ASSESSOR'S PARCEL NUMBERS 021-274-038-000 AND 021-274-039-000) (APPLICANT: JEN CALIFORNIA 28, LLC / PROPERTY OWNER: JAMES B. GUERTIN)

WHEREAS, Government Code Section 65450 et seq provides for preparation and adoption of Specific Plans by general law cities; and

WHEREAS, Title 18, Chapter 18 92 of the Lincoln Municipal Code provides for the review and recommendation by the City of Lincoln City Council on all proposed Village 1 Specific Plan amendments to the text of land use and zoning districts; and

WHEREAS, the Village 1 Specific Plan was approved on November 27, 2012 by Resolution No. 2012-197; and

WHEREAS, on November 27, 2012, the City Council of the City of Lincoln certified the Final Environmental Impact Report (EIR) for the Village 1 Specific Plan (SCH # 2010102018), which analyzed the environmental impacts of development within the 1,832-acre Specific Plan project area, including up to 5,639 dwelling units at ranges of 1.0 to 25.0 units per acre. Approximately 985 of the 1,832 acres are dedicated to residential uses, with approximately 40 acres of mixed-uses that could include residential development, retail, office, and public/semi-public facilities. Other uses included the existing Turkey Creek Golf Course, open space, parks, an elementary school and city-owned facilities; and

WHEREAS, on September 26, 2023, the City Council adopted amendments to the Village 1 Specific Plan analyzed, 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, amendments to the adopted Village 1 Specific Plan have been proposed in association with the Stardust 12 Project, specifically to amend the land use designations and zoning for 5.3 acres of Village Low Density Residential and 5.7 acres of Village Country Estates to 11 acres of Village Medium Density Residential; and

WHEREAS, the applicant for the Stardust 12 Project recently received approval for the Parkwood Project, which was developed at a lower total unit count than was anticipated in the Specific Plan, such that the combined total number of units for the two projects would be lower than the total assumed in the Specific Plan and EIR for the two project sites; and

WHEREAS, an Addendum has been prepared in accordance with CEQA, and provides evidence that the proposed amendments would not involve substantial changes requiring major revisions of the previous EIR due to new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Village 1 EIR; and

WHEREAS, on March 18, 2026, the Planning Commission reviewed and considered the proposed Specific Plan Amendments, and recommended that the City Council determine the Project would not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the EIR and certify the Addendum to the Village 1 Specific Plan EIR, and recommended approval of the Specific Plan Amendment; and

WHEREAS, the City Council reviewed and considered information contained in the EIR, and finds that the mitigation measures identified therein, imposed on and incorporated by reference into the Village 1 Specific Plan Project, will lessen the significant effects of the amendments; and

WHEREAS, pursuant to Section 18.92.040 of the Lincoln Municipal Code and Government Code Section 65854(b)(2), a notice of the time and place of the City Council's hearing, including a general explanation of the proposed amendment to the Village 1 Specific Plan was published in a newspaper of general circulation at least twenty calendar days before the hearing, and, in addition to notice by publication pursuant to Government Code Section 65854, the City Council provided mailed notice to neighboring property owners and each of the local agencies responsible for essential facilities or services to the Plan Area in accordance with Government Code Section 65091; and

WHEREAS, the Stardust 12 Project includes all of the following entitlements: the California Environmental Quality Act Resolution, this Specific Plan Amendment Resolution, the General Development Plan Amendment Ordinance and the Small Lot Tentative Subdivision Map Resolution; and

WHEREAS, the City Council has reviewed the Amendment to the Village 1 Specific Plan and conducted a public hearing on April 28, 2026.

NOW THEREFORE BE IT RESOLVED:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain Exhibit B specifying the Amendments to the Village 1 Specific Plan, on file with the Community Development Director relative to the Stardust 12 Project.

Section 2. Pursuant to Section 18.92.060 of the Lincoln Municipal Code, the City Council finds and determines as follows:

a. The proposed Stardust 12 Project will increase the housing stock and diversity in the City by developing 84 medium-density residential units at an overall density of 7.6 units per acre (Housing Element Policy 2 and Policy LU-1.7).

b. The proposed Stardust 12 Project provides for 1.8 acres of open space, and will pay fees to provide parks and recreation opportunities for the enjoyment and well-being of local residents (Land Use Element Policies LU-1.11, LU-12.7, LU-15.17 and LU-15.18).

c. Project residents would have the option of walking and bicycling by connecting to Leavell Ranch Road which will connect to the City's existing trail network along McBean Park Drive. Therefore, the proposed Stardust 12 Project is consistent with General Plan policies LU-1.6, Goal T-5 and related policies that address bicycle and trail circulation (Transportation Element Policies T-5.6, T-5.7, T-5.9, and OSC-7.20).

d. The proposed Stardust 12 Project preserves and protects existing biological resources including both wildlife and vegetative habitat (Open Space Element Policies OSC-1 and OSC-5 and LU-1.11) by preserving 1.8 acres, approximately 14 percent, of the project site as open space. In addition, the project shall participate in the PCCP and implement applicable mitigation measures contained in the Village 1 EIR (Policy OSC-5.1). The project site does not contain wetlands, so the loss of wetlands within the project site is avoided, consistent with Policies OSC-5.2 and OSC-5.6.

e. The plan will incorporate appropriate design measures and mitigation measures provided in the EIR to minimize drainage concentrations and impervious coverage (Policy PFS-4.2).

f. An archaeological study has been conducted within the project site consistent with Policies OSC 6.3, 6.7, and 6.8.

g. The project will minimize potential land use conflicts by providing larger parcels and building setbacks for lots adjacent to the rural residential uses in the County, consistent with Policy LU-1.14.

Section 3. Upon adoption of the Stardust 12 Project, including the amendments to the Village 1 Specific Plan by the City Council, the Community Development Services Director be directed to retain said Village 1 Specific Plan on permanent public display in the Community Development Department of the City of Lincoln.

Section 4. Based on the findings set forth in this Resolution, and the evidence in the Staff Report, the City Council approves the Stardust 12 Project, including the amendments to the Village 1 Specific Plan, attached hereto as Exhibit B, substantially in the form on file with the Community Development Director and subject to the conditions set forth in Exhibit A, attached hereto and incorporated by this reference.

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Exhibits:

A. Conditions of Approval
B. Amended Village 1 Specific Plan Land Use Exhibit

EXHIBIT A

The Amended Village 1 Specific Plan Area is approved subject to the following conditions:

1. The Stardust 12 Project shall be subject to the applicable mitigation measures adopted as part of the Final EIR for the Village 1 Specific Plan Project, (SCH No. 2010102018).

2. The amendments to the Village 1 Specific Plan, approved by this action, are set forth in Exhibit B and incorporated by this reference.

3. 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 specifying the terms and conditions of financing public improvements, conditions of development and reimbursement matters. The City Council shall have complete discretion to approve the terms and conditions of the Development Agreement and will not be bound by any provisions adopted as part of this resolution. Where any conflict exists between these conditions of approval and the Development Agreement, the terms of the Development Agreement will control.

EXHIBIT B

The Amended Village 1 Specific Plan is approved subject to the attached exhibit.

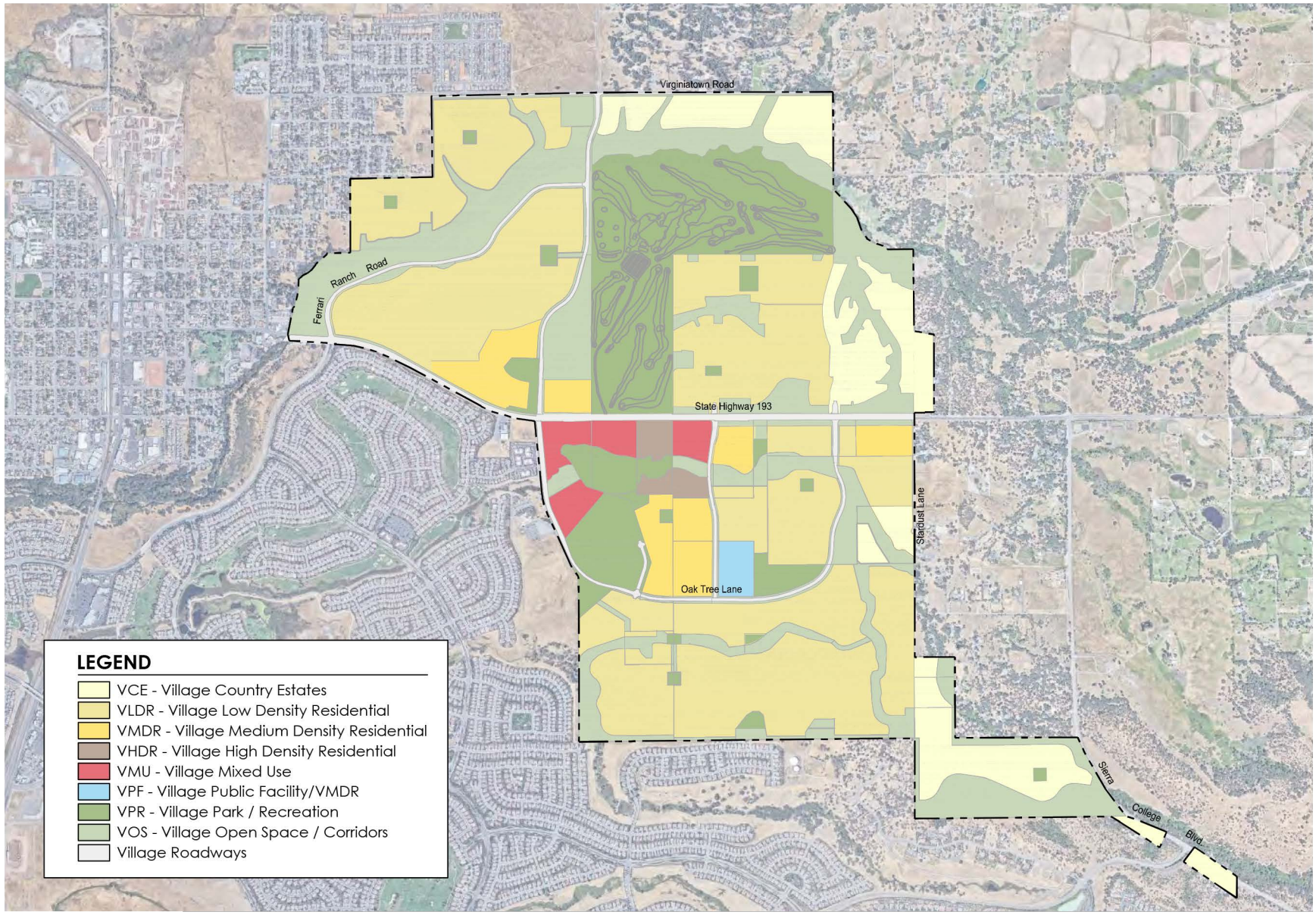
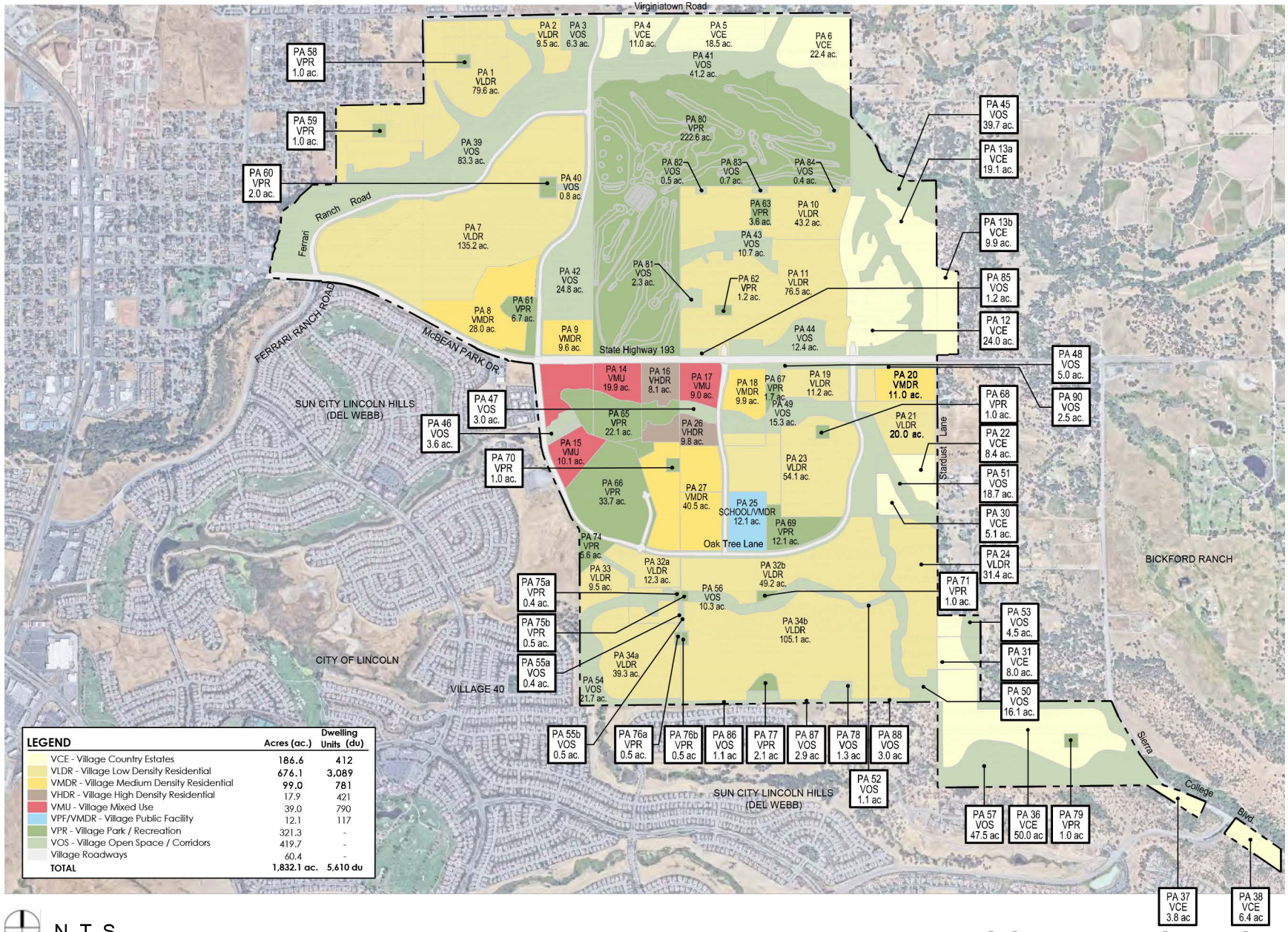


Exhibit 2.3: Proposed V1 Specific Plan Land Use Designations

N. T. S.



LEGEND	Acres (ac.)	Dwelling Units (du)
VCE - Village Country Estates	186.6	412
VLDR - Village Low Density Residential	676.1	3,089
VMDR - Village Medium Density Residential	99.0	781
VHDR - Village High Density Residential	17.9	421
VMU - Village Mixed Use	39.0	790
VPF/VMDR - Village Public Facility	12.1	117
VPR - Village Park / Recreation	321.3	-
VOS - Village Open Space / Corridors	419.7	-
Village Roadways	60.4	-
TOTAL	1,832.1 ac.	5,610 du

N. T. S.

Exhibit 3.1: Land Use Plan

Table 3.1
Land Use Summary

Land Use Type	Land Use Designation	Acreage (ac)	Density Range (du/ac)	Target Density (du/ac)	Estimated ~~Maximum~~ Dwelling Unit [1] (du)	Estimated ~~Maximum~~ Commercial/ Office Intensity (FAR)	Estimated ~~Maximum~~ Commercial/ Office Square Footage (sf)
Residential							
Village Country Estates	VCE	186.6 ~~192.3~~ ~~346.0~~ ~~287.9~~	1.0 - 2.9	2.2	412 ~~425~~ ~~761~~ ~~633~~	--	--
Village Low Density Residential	VLDR	676.1 ~~681.4~~ ~~524.3~~ ~~576.5~~	3.0 - 5.9	4.6 ~~5.5~~ ~~5.2~~	3,089 ~~3113~~ ~~2,883~~ ~~3,011~~	--	--
Village Medium Density Residential	VMDR	~~88.0~~ 99.0 ~~91.0~~	6.0 - 12.9	7.9 ~~8.5~~ ~~10.0~~	~~744~~ 781 ~~910~~	--	--
Village High Density Residential	VHDR	17.9 ~~28.8~~	13.0 - 25.0	23.5 ~~20.0~~	421 ~~576~~	--	--
Residential Subtotal	--	~~990.1~~ ~~984.2~~ -- 979.6		--	~~5,130~~ 4703	--	--
Mixed Use							
Village Mixed Use	VMU	39.0 ~~39.3~~	13.0 - 25.0	20.3 ~~13.0~~	790 ~~509~~	0.35	167,000
Mixed Use Subtotal	--	~~39.3~~ 39.0	--	--	~~509~~ 790	--	***167,000***
Parks, Recreation and Open Space							
Village Parks and Recreation							
• Community Park	VPR	55.8	--	--	--	--	--
• Community/ Neighborhood Park	VPR	~~8.8~~ 12.1	--	--	--	--	--
• Neighborhood Parks	VPR	~~19.9~~ ~~19.1~~ 20.0	--	--	--	--	--
• Mini Parks	VPR	~~14.1~~ ~~13.1~~ 10.8	--	--	--	--	--
• Golf Course (Existing)	VPR	222.6	--	--	--	--	--
Parks Subtotal	--	~~321.2~~ ~~319.4~~ 321.3	--	--	--	--	--

Amended December 2, 2019
Amended.....

26b	VHDR	5.8	13.0 - 25.0	22.8	132	-	-
27b	VMDR	13.2	6.0 - 12.9	~~9.5~~ 8.9	~~126~~ 116	-	-
27c	VMDR	8.3	6.0 - 12.9	~~8.6~~ 7.2	~~71~~ 60	-	-
27d	VMDR	10.3	6.0 - 12.9	~~9.5~~ 8.9	~~98~~ 93	-	-

Table 3.2

Statistical Summary by Planning Area

Planning Area	Land Use Designation	Acreage (ac)	Density Range (du/ac)	Target Density (du/ac)	~~Maximum~~ Dwelling Unit [1] (du)	~~Maximum~~ Commercial / Office Intensity (FAR)	~~Maximum~~ Commercial / Office Square Footage [2] (sf)
				Amended	Estimated	Estimated	Estimated
1	VLDR	79.6	3.0 - 5.9	~~5.5~~ 5.0	~~438~~ 398	--	--
2	VLDR	9.5	3.0 - 5.9	~~5.5~~ 5.0	~~52~~ 47	--	--
3	VOS	6.3	--	--	--	--	--
4	VCE	11.0	1.0 - 2.9	~~2.2~~ 2.3	~~24~~ 25	--	--
5	VCE	18.5	1.0 - 2.9	~~2.2~~ 2.3	~~41~~ 43	--	--
6	VCE	22.4	1.0 - 2.9	~~2.2~~ 2.3	~~49~~ 51	--	--
7	VLDR	~~135.9~~ 135.2	3.0 - 5.9	~~5.5~~ 5.1	~~747~~ 683	--	--
8	VMDR	~~28.6~~ 28	6.0 - 12.9	~~10.0~~ 6.4	~~286~~ 179	--	--
9	VMDR	9.6	6.0 - 12.9	~~10.0~~ 9.6	~~96~~ 92	--	--
10	~~VCE~~ VLDR	~~24.3~~ ~~43.8~~ 43.2	~~1.0 - 2.9~~ 3.0-5.9	~~2.2~~ ~~3.0~~ 3.1	~~54~~ 132	--	--
11	VLDR	~~67.5~~ ~~75.9~~ 76.5	3.0 - 5.9	~~5.5~~ 3.0	~~371~~ 228	--	--
12	VCE	~~53.1~~ 24.0	1.0 - 2.9	~~2.2~~ 2.4	~~117~~ 57	--	--
13a	VCE	~~33.7~~ 19.1	1.0 - 2.9	~~2.2~~ 1.6	~~74~~ 31	--	--
13b	VCE	9.9	1.0 - 2.9	2.2	22	--	--
14a	VMU	~~29.2~~ 10.8	13.0 - 25.0	~~13.0~~ 25.0	~~378~~ 271	0.35	~~123,413~~ 50,000
15	VMU	10.1	13.0 - 25.0	~~13.0~~ 18.2	~~131~~ 184	0.35	43,587
16	VHDR	~~8.7~~ 8.1	13.0 - 25.0	~~20.0~~ 24.1	~~174~~ 195	--	--
17	~~VHDR~~ VMU	~~11.4~~ 9.0	13.0 - 25.0	~~20.0~~ 18.4	~~228~~ 166	--	-- 35,000
18	VMDR	~~9.1~~ 9.9	6.0 - 12.9	~~10.0~~ 9.6	~~91~~ 95	--	--
19	VLDR	~~17.5~~ 11.2	3.0 - 5.9	~~5.5~~ 5.0	~~96~~ 56	--	--
20	~~VCE~~ VMDR	~~10.9~~ ~~5.7~~ 11.0	~~1.0 - 2.9~~ 6-12.9	~~2.2~~ ~~2.3~~ 7.7	~~24~~ ~~13~~ 84	--	--
21a	VLDR	~~26.6~~ 3.2	3.0 - 5.9	~~5.5~~ 5.0	~~147~~ 16	--	--
22	VCE	~~27.3~~ 8.4	1.0 - 2.9	~~2.2~~ 2.3	~~60~~ 19	--	--
23a	VLDR	~~14.6~~ 35.9	3.0 - 5.9	~~5.5~~ 5.3	~~80~~ 190	--	--
24	~~VMDR~~ VLDR	~~12.9~~ 31.4	6.0 - 12.9	~~10~~ 4.5	~~129~~ 142	--	--
25	VPF/VMDR	12.1	--	--	-- 117	--	--
26a	VHDR	~~8.7~~ 4.0	13.0 - 25.0	~~20.0~~ 23.5	~~174~~ 94	--	--
27a	VMDR	~~17.0~~ 8.7	6.0 - 12.9	~~10.0~~ ~~9.5~~ 7.2	~~170~~ ~~83~~ 62	--	--
~~28~~	~~VMDR~~	~~13.8~~	~~6.0 - 12.9~~	~~10.0~~	~~138~~	~~--~~	~~--~~
14b	VMU	9.1	13.0 - 25.0	18.6	169	-	38,413
~~21b~~	~~VLDR~~	~~4.9~~	~~3.0 - 5.9~~	~~4.9~~	~~24~~	-	-
21c	VLDR	17.2	3.0 - 5.9	5.0	86	-	-
23b	VLDR	14.3	3.0 - 5.9	5.3	76	-	-
23c	VLDR	2.9	3.0 - 5.9	5.9	17	-	-
23d	VLDR	1.0	3.0 - 5.9	5.0	5	-	-

Amended December 2, 2019

3.3 Residential Development

Village 1 will offer a collection of neighborhoods organized around intimate open space, parks and recreational amenities. In general, many of the homes in each neighborhood will be built around a central green or pocket park, which will serve as the primary formative feature for the neighborhood's physical development pattern, and a gathering place for nearby residents. To establish a pedestrian-friendly community, trails and pathways will connect the residential neighborhoods with nearby parks, open space areas and the Village Center.

To promote diversity and create dynamic neighborhoods, a range of home types and densities will be offered in the residential neighborhoods. The residential development in Village 1 is designed with the most dense housing types located in and around the Village Center, with the housing gradually transitioning to less intense residential uses as development occurs outward away from the Village Center. The Specific Plan includes the following four residential land use designations as follows:

- Village Country Estates (VCE) - 1.0 - 2.9 du/ac
- Village Low Density Residential (VLDR) - 3.0 - 5.9 du/ac
- Village Medium Density Residential (VMDR) - 6.0 - 12.9 du/ac
- Village High Density Residential (VHDR) - 13.0 - 25.0 du/ac

These designations are generally described below, with detailed permitted uses, development standards and design guidelines included in the Village 1 General Development Plan.

3.3.1 Village Country Estates

Approximately ~~346.0~~ ~~192.3~~ ~~287.9~~ 186.6 acres of the Specific Plan Area are designated as Village Country Estates (VCE). The VCE planning areas will be generally located along the northern, eastern, and southern portions of Village 1, adjacent to open space and/or unincorporated Placer County. At a density range of 1.0 to 2.9 dwelling units per acre, the VCE planning areas will yield approximately ~~761~~ ~~633~~ ~~425~~ 412 units based on a target density of 2.2 dwelling units per acre, or ~~13.5~~ ~~11.1%~~ ~~7.6%~~ 7.3% of the total units in the Specific Plan Area. Homes in the VCE planning areas will be conventional single-family detached residences.

3.3.2 Village Low Density Residential

The Village Low Density Residential (VLDR) planning areas, totaling ~~524.3~~ ~~576.5~~ 676.1 ~~681.4~~ acres, will be generally located adjacent to open space features. With a density range of 3.0 to 5.9 dwelling units per acre, the VLDR planning areas will provide approximately ~~2,883~~ ~~3,011~~ 3,089 ~~3113~~ units based on a target density of ~~5.5~~ ~~5.2~~ 4.6 dwelling units per acre, or ~~51.1%~~ ~~53.4%~~ 55.1% ~~55.5%~~ of the total units in the Specific Plan Area. Development of conventional single-family detached homes is anticipated in the VLDR planning areas.

3.3.3 Village Medium Density Residential

Located near the Village Center and the elementary school site, the Village Medium Density Residential (VMDR) planning areas total approximately ~~91.0~~ ~~100.1~~ 111.1 acres and have a density range of 6.0 to 12.9 dwelling units per acre. The VMDR planning areas will yield approximately ~~910~~ ~~861~~[1] 898[1] units based on a target density of ~~10.0~~ ~~8.6~~ 8.1 dwelling units per acre, or ~~16.1%~~ ~~15.3%~~ 16.0% of the total units in the Specific Plan area. A wide range of residential products may be located in the VMDR planning areas including, but not limited to, conventional single-family detached homes, rear-loaded homes, courtyard homes, duplexes/triplexes and townhomes.

[1] Includes 117 units allocated for the school site

3.3.4 Village High Density Residential

Approximately ~~28.8~~ 17.9 acres of the Specific Plan area are designated as Village High Density Residential (VHDR), which have a density range of 13.0 to 25.0 dwelling units per acre. The VHDR planning areas will be located either within or adjacent to the Village Center. There will be approximately ~~576~~ 421 units based on a target density of ~~20~~ 23.5 dwelling units per acre, or ~~10.2%~~ 7.5% of the total units in the Specific Plan area, provided in the VHDR planning areas. Homes in the VHDR planning areas may include rear-loaded homes, courtyard homes and multi-family attached housing such as attached housing, townhomes and flats.

3.4 Mixed Use Development

Approximately ~~39.3~~ 39.0 acres of land in the Specific Plan area have been allocated for mixed use development. Located in the Village Center, the Village Mixed Use (VMU) planning areas are designed to allow for flexibility to respond to evolving market conditions and promote innovation in project design. Uses permitted in the VMU planning areas include, but will not be limited to:

- Retail commercial
- Offices
- High density residential

Table 5.3

Parkland Requirements

Land Use Category	Units	Persons per Household	Population Estimate	City-wide Park Requirement [1]	Neighborhood/ Community Park Requirement [1]	Open Space Requirement [1]
VCE	412 425 761 633 du	3.6 persons	1,530 1,483 2,740 2,279 persons	3 acres per 1,000 persons	3 acres per 1,000 persons	3 acres per 1,000 persons
VLDR	3,089 3113 2,883 3,011 du	3.6 persons	11,207 11,120 10,379 10,840 persons			
VMDR	898 861 910 du	2.8 persons	2,411 2,514 2,548 persons			
VHDR	421 576 du	1.8 persons	758 1,037 persons			
VMU	790 509 du	1.8 persons	1,422 916 persons			
Subtotal	5,610 **5,639 du**	--	17,328 17,297 **17,620 persons**	51.9 52.0 **52.9 acres**	51.9 52.0 **52.8 acres**	51.9 52.0 **52.9 acres**
			Total Parkland Required	155.7 156.0 **158.6 acres**		
			Type of Parkland Provided	**55.8 acres**	42.9 **42.8 41.0 acres**	75.3 **76.0 75.8 acres**
			Total Parkland Provided	174.0 **173.9 172.6 acres** [2]		

1 Based on the City of Lincoln's parkland requirement of 9 acres per 1,000 residents, including 3 acres of City-wide parks, 3 acres of neighborhood/community parks and 3 acres of open space.

2 Refer to Exhibit 3.3: Open Space and Recreation Plan for conceptual park and open space locations.

Amended December 2, 2019
Amended.....

ORDINANCE XXXXB

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING AN AMENDMENT TO THE VILLAGE 1 GENERAL DEVELOPMENT PLAN IN ASSOCIATION WITH THE STARDUST 12 PROJECT

WHEREAS, Title 18, Chapter 18.32 of the Lincoln Municipal Code provides for the review by the City of Lincoln City Council on all General Development Plans and amendments of General Development Plans; and

WHEREAS, the General Development Plan for the Village 1 Specific Plan Area was approved on November 27, 2012 by Ordinance No. 873B and sets forth the basic land uses and zoning regulations for the property, and amended on March 24, 2020 by Ordinance No. 1010B (Turkey Creek Estates Project), on October 27, 2020 by Ordinance No. 1020B (Esplanade at Turkey Creek), and on October 10, 2023 by Ordinance No. 1070B (South of McBean Park Revision); and

WHEREAS, on November 27, 2012, the City Council adopted Resolution No. 2012-196 certifying the Village 1 Specific Plan Final Environmental Impact Report ("EIR), Report Making Findings Concerning Mitigation Measures, Adopting a Mitigation Monitoring Plan, Making Findings Concerning Alternatives and Adopting a Statement of Overriding Considerations in Accordance with the California Environmental Quality Act for the Village 1 Specific Plan Project; and

WHEREAS, pursuant to Section 18.92.040 of the Lincoln Municipal Code and Government Code Section 65854(b)(2), a notice of the time and place of the City Council's hearing, including a general explanation of the proposed amendment to the Village 1 General Development Plan was published in a newspaper of general circulation at least twenty calendar days before the hearing, and, in addition to notice by publication pursuant to Government Code Section 65854, the City Council provided mailed notice to neighboring property owners and each of the local agencies responsible for essential facilities or services to the Plan Area in accordance with Government Code Section 65091; and

WHEREAS, the Planning Commission did hold a duly noticed public hearing and, following discussion and public testimony on March 18, 2026, held votes to adopt resolutions recommending City Council to do the following: 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 Village 1 Final EIR and adopt the proposed Village 1 Addendum and updated Mitigation Monitoring Program; and approve the amended Village 1 Specific Plan; and

WHEREAS, the City Council reviewed and considered information contained in the EIR, and finds that the mitigation measures identified therein, imposed on and incorporated by reference into the Village 1 Specific Plan Project, will lessen the significant effects of the amendments; and

WHEREAS, the Stardust 12 Project includes all of the following entitlements: the California Environmental Quality Act Resolution, the Specific Plan Amendment Resolution, this General Development Plan Amendment Ordinance and the Small Lot Tentative Subdivision Map; and

WHEREAS, the City Council has reviewed the Amendment to the Village 1 General Development Plan and conducted a public hearing on April 28, 2026.

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

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Exhibit B specifying the Amendments to the Village 1 General Development Plan, on file with the Community Development Director relative to the Stardust 12 Project.

Section 2. **General Development Plan Findings.** The City Council finds and determines that:

a. The Amendments to the Village 1 General Development Plan are consistent with the March 2008 General Plan, as amended by Resolution No. 2012-197 and proposed Resolution No. 2013-022 (the "General Plan Amendment Resolution") and is also consistent with the proposed Village 1 Specific Plan (the "Specific Plan"), and proposed amendment thereto, because the General Development Plan with the proposed amendment ("Amended General Development Plan") establishes zoning districts and development standards for land uses which are allowed by the General Plan and Specific Plan land use designations and the policies for new residential, commercial and open space land uses which apply to the Village 1 property. Specifically, the Amended General Development Plan provides for country estates, low density residential, medium density residential and high density residential, mixed use commercial, schools, parks and recreations and open space land use designations. low density residential and open space land use designations. The Amended General Development Plan provides a master development plan and specific development standards for residential and non-residential land uses within the Specific Plan area.

b. The Amended Village 1 General Development Plan is consistent with the General Plan because the zoning districts provide for the following land use districts which are allowed by the General Plan Land Use designations as Village Country Estates, Village Low Density Residential, Village Medium Density Residential and Village High Density Residential. Additionally, the Amended General Development Plan includes open space which is consistent with General Plan open space requirements.

c. The Amended Village 1 General Development Plan is consistent with the City's Zoning Ordinance because it has been prepared pursuant to and for implementation of the Village 1 Specific Plan Area to specify the uses, the locations of such uses, and the governing development standards and design guidelines for the development of a master planned community. The General Development Plan is also consistent with the City's Zoning Ordinance

because it consists of a map and text showing all uses, intensity of land use as measured by units per acre and area coverage; major circulation and development phases.

d. The Amended Village 1 General Development Plan is consistent with the requirements of the Planned Development District zone of the City's Zoning Ordinance which governs the Village 1 property because it has been designed to provide for a creative, more flexible and orderly approach to the use of land.

Section 3. The proposed Amendment to the Village 1 General Development Plan, attached hereto as Exhibit B and incorporated by this reference, is subject to the conditions set forth in Exhibit A, attached hereto and incorporated by this reference.

Section 4. Based on the findings set forth in this Resolution, and the evidence in the Staff Report, the City Council hereby approves the Amendment to the Village 1 General Development Plan, attached hereto as Exhibit B, substantially in the form on file with the Community Development Director.

Section 5. **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 6. **Publication.** Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code § 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on April 28, 2026, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lincoln held on _____ day of _____, 2026, by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Exhibits:

A. Conditions of Approval
B. Amended Village 1 General Development Plan Pages

EXHIBIT A

The Amended Village 1 General Development Plan Specific Plan Area is approved subject to the following conditions:

1. The All property within the Amended Village 1 General Development Plan Area shall be subject to the applicable mitigation measures adopted as part of the Final EIR for the Village 1 Specific Plan Project (SCH No. 2010102018).

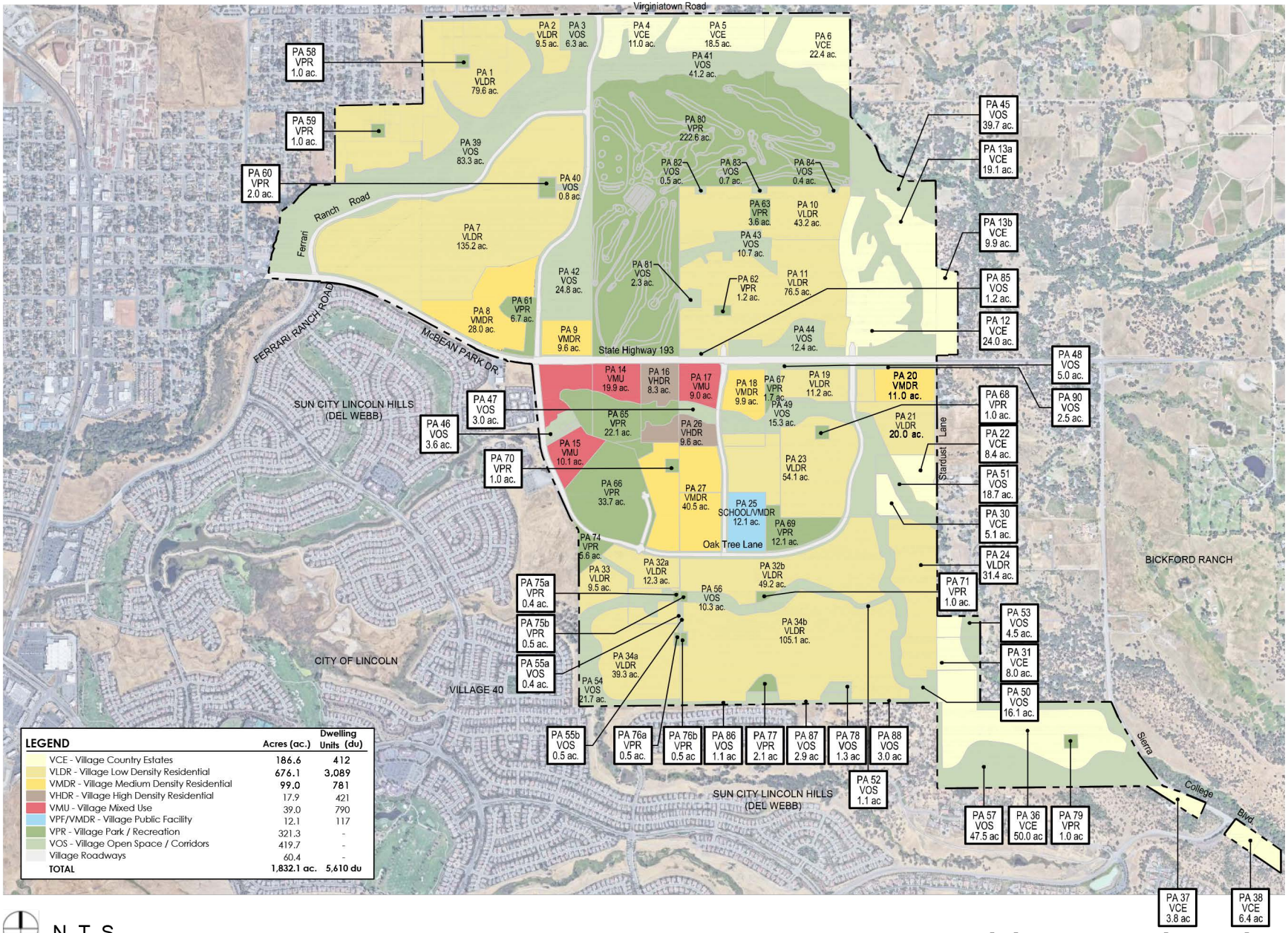
2. The General Development Plan provides for various design criteria related to the Village 1 Specific Plan development. In the event of any conflicts between the standards set forth in the General Development Plan and those adopted by the City in its Design Criteria & Procedures Manual (the "Public Improvement Standards"), the standards set forth in the General Development Plan as amended shall control, except in cases where there are no standards set forth in the General Development Plan, in which case the Public Improvement Standards will control.

3. The amendments to the Village 1 General Development Plan, approved by this action, are set forth in Exhibit B and incorporated by this reference.

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 specifying the terms and conditions of financing public improvements, conditions of development and reimbursement matters. The City Council shall have complete discretion to approve the terms and conditions of the Development Agreement and will not be bound by any provisions adopted as part of this resolution. Where any conflict exists between these conditions of approval and the Development Agreement, the terms of the Development Agreement will control.

EXHIBIT B

The Amended Village 1 General Development Plan is approved subject to the attached exhibit.



N. T. S.

Exhibit 1.1: Land Use Plan

RESOLUTION 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE SMALL LOT TENTATIVE SUBDIVISION MAP FOR THE STARDUST 12 PARKWOOD PROJECT (ASSESSOR'S PARCEL NUMBERS 021-274-038-000 AND 021-274-039-000) (APPLICANT: JEN CALIFORNIA 28, LLC / PROPERTY OWNER: JAMES B. GUERTIN)

WHEREAS, Title 17, Chapter 17.04 et seq. of the Lincoln Municipal Code provides for the review and recommendations of the City Council on all Tentative Maps; and

WHEREAS, on March 18, 2026, the Planning Commission reviewed and considered the Small Lot Tentative Subdivision Map, and recommended approval to the City Council; and

WHEREAS, notices describing the proposed Small Lot Tentative Subdivision Map for the Stardust 12 Project were sent to neighboring property owners pursuant to the Lincoln Municipal Code Section 17.16.150 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 calendar days before the City Council's public hearing; and

WHEREAS, prior to recommending approval of the Small Lot Tentative Subdivision Map, the City Council reviewed and considered the information contained in the Addendum to the Final Environmental Impact Report (EIR) and adopted a Resolution approving the Addendum to the Village 1 Final EIR (SCH #2010102018), as the proposed project is consistent with the type and intensity of land uses analyzed in the Final EIR, and no new significant impacts or substantial increase in the severity of previously identified significant impacts have been identified. The Mitigation Monitoring and Reporting Program, as revised on September 26, 2023, and Alternatives, Findings and Statement of Overriding Considerations adopted as part of the Final EIR are still applicable to the proposed project, subject to the modified mitigation measure language found within the Addendum to the Environmental Impact Report; and

WHEREAS, the Stardust 12 Project includes all of the following entitlements: the California Environmental Quality Act Resolution, the Specific Plan Amendment Resolution, the General Development Plan Amendment Ordinance and this Small Lot Tentative Subdivision Map Resolution; and

WHEREAS, the City Council has reviewed the proposed Small Lot Tentative Subdivision Map for the Stardust 12 Project and conducted a public hearing.

NOW THEREFORE BE IT RESOLVED:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain Small Lot Tentative Subdivision Map for the Stardust 12 Project, substantially in the form on file with the Community Development Director, relative to the proposed development of the Stardust 12 Project on certain real property consisting of 12.8 acres located in the western portion of Village 1 (APNs 021-274-038-000 and 021-274-039-000), which is part of the Village 1 Specific Plan area and within the incorporated area of the City of Lincoln.

Section 2. Pursuant to Section 66474 of the Subdivision Map Act, the City Council hereby finds and determines as follows:

a. The Small Lot Tentative Subdivision Map for the Stardust 12 Project is consistent with the Lincoln General Plan and the Village 1 Specific Plan because the Tentative Subdivision Map provides for the subdivision of the plan area in preparation of development in accordance with the General Plan land use designations. Consistent with the General Plan Land Use Element and the Village 1 Specific Plan, the specific lots are identified for Village Medium Density Residential (VMDR) that will help meet the City's housing needs for projected future growth. This planned development will be supported by adequate public services and utilities.

b. The design or improvement of the proposed subdivision of the Stardust 12 Project is consistent with the General Plan and Village 1 Specific Plan because adequate infrastructure and services will be extended to the property and available to serve the demand for services generated by the residential development, including water, sanitary sewer, storm drain facilities, dry utilities and roadways. The Developer will work with the Police Department to ensure adequate security measures are incorporated into the Project. The Developer will install fire protection measures and emergency access in accordance with the City's standards.

c. The site is physically suitable for the types of development proposed for the Stardust 12 Project because the proposed lot configuration is designed to avoid sensitive vegetation and wildlife resources. An erosion control plan, a complete drainage system plan, and a water quality control plan shall be prepared and incorporate National Pollutant Discharge Elimination System ("NPDES") requirements to protect water quality. The proposed subdivision will include adequately sized and properly aligned culverts at all drainage crossings in accordance with City standards to prevent blockage of high flows and associated erosion. Each phase of project construction will address 100-year and 200-year flood conditions as appropriate. With respect to sensitive vegetation and wildlife resources, extensive open space and habitat areas are included in the Project and will be preserved and maintained to avoid or mitigate impacts to such resources.

d. The site is physically suitable for the proposed density of development as discussed in Finding c. above.

e. Pursuant to the requirements of the Central Valley Flood Protection Act of 2008, the City Council finds that the property is located within a watershed with a contributing area of 10 or fewer square miles, as determined by the City.

f. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat because potential Stardust 12 Project impacts related to the environment will be mitigated to less-than-significant levels, where feasible, in addition to other specific measures set forth above in Finding c.

g. The design of the subdivision or the type of improvements is not likely to cause serious public health problems since water, sewer, police, fire and solid waste services will be adequately provided to the development.

h. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through our use of property within the proposed subdivision. Adequate open space is located immediately adjacent to the residential development and will be accessible to the public.

i. The Stardust 12 Project area is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965.

Section 3. The Small Lot Tentative Subdivision Map for the Stardust 12 Project is subject to the conditions set forth in Exhibit A, attached hereto and incorporated by this reference. These conditions support the findings made by this City Council set forth herein.

Section 4. Based on the findings set forth in this Resolution, and evidence in the Staff Report, the City Council hereby approves the Small Lot Tentative Subdivision Map for the Stardust 12 Project, substantially in the form on file with the Community Development Director, subject to the attached exhibits.

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____

Richard Pearl, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk

Exhibits:

A. Small Lot Tentative Subdivision Map Conditions of Approval
B. Stardust 12 Small Lot Tentative Subdivision Map Plan Set (Sheets 1 through 4), dated February 20, 2026

The **Stardust 12** Small Lot Tentative Subdivision is located within Village 1 Specific Plan Area, located at the southwest corner of McBean Parkway/Stardust Lane within the City of Lincoln, Assessor's Parcel Number 021-274-038 and 021-274-039, is approved subject to the following conditions of approval:

* (Single Asterisk) located in front of the Condition is a Modified Standard Condition
** (Double Asterisk) located in front indicates a New Condition Specific to the **Stardust 12** Tentative Subdivision Map

Condition	Timing	Responsible Party	Status
GENERAL CONDITIONS			
1. All development within the **Stardust 12** subdivision is subject to compliance with Mitigation Measures contained within Village 1 Specific Plan EIR and Final Supplemental EIR (State Clearinghouse No. 2010102018).	General Condition	Community Development	
2. The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General Condition	Community Development	
3. The Applicant shall pay the City's actual costs of providing entitlement processing plan review, Final Map review, GIS, administrative fee under the new fee structure, and inspection services. This may be a combination of staff costs and direct billing for contract professional services.	General Condition	Community Development and City Engineer	

Condition	Timing	Responsible Party	Status
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.	General Condition	City of Lincoln	
5. All improvements required for the **Stardust 12** Tentative Subdivision Map shall be designed and constructed to conform to the City of Lincoln Municipal Code, Section 17, Design Criteria and Procedures Manual and Public Facilities Improvement Standards or as modified by these Conditions of Approval, or as approved by the City Engineer and/or Community Development Director.	Improvement Plans/Final Map	Development Engineering and City Engineer	
6. A) **Applicant shall design and construct the frontage widening along McBean Parkway to ultimate condition with interim striping along the project frontage, concurrently with the construction of the Stardust-12 Subdivision. B) **If not constructed by others, applicant shall construct offsite public street infrastructure improvements necessary, to include Leavell Ranch Road connection to McBean Parkway (East)prior to approval of the first Final Map.	Improvement Plans/First Final Map Approval	Development Engineering and City Engineer	
7. As set forth in the City's Public Facilities Element Fee (PFE fee program), the project is subject to Infrastructure and Capital Facility Impact Fees categories, including but not limited to: Wastewater Fee; Reclaimed or Raw Water Fee; Drainage Fee; Water Fee; Transportation Fee; and Community Services Fees (which includes Parks, City Administration, Fire, Police, Solid Waste, and Library). Project will not be subject to park fees if project park construction satisfies Village 1 park requirement.	General Condition	Support Services	

Condition	Timing	Responsible Party	Status
8. * The **Stardust 12** Tentative Subdivision Map shall be subject to those provisions set forth in the approved Village 1 Specific Plan (adopted by Resolution No. 2012-197, dated November 27, 2012), Specific Plan Amendments, and General Development Plan for the Village 1 Plan Area (adopted by Ordinance No. 873B), as amended by Ordinance No. 886B and 1070B, and as may be subsequently amended.	General Condition	Community Development	
9. *The conditions of approval for the Small Lot Tentative Map dated February 20, 2026 supersede any conflicting notations and information which may be shown on said Map.	General Condition	Community Development	
10. **Lots 26-31 will be subject to the Village 1 Village Low Density Residential (VLDR) County-adjacent specific setback requirements.	General Condition	Community Development	
11. The Small Lot Tentative Subdivision Map approval is valid for four (4) years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), or extended by the terms of a Development Agreement.	General Condition	City of Lincoln	
12. * All improvements and construction within shall be consistent with the Village 1 Specific Plan Amendment, General Development Plan, Development Agreement, and the approved Tentative Subdivision Map.	General Condition	Community Development and City Engineer	
13. *One or more residential small lot final map(s) may be filed. Phasing of the final maps will be subject to the review and approval of the City Engineer.	General Condition	Community Development and City Engineer	
DEVELOPMENT STUDIES/MITIGATION			

Condition	Timing	Responsible Party	Status
14. A) * The design of on-site and backbone water system improvements shall comply with the Water Study to be funded by the Applicant and consistent with the Backbone Water System of the adopted Village 1 Specific Plan Amendment, and Infrastructure and Public Facilities Financing Plan. B)** The design and construction of an alternative looped water supply line shall be required if the water line downstream along Leavell Ranch Road is not in place at the time of the final map approval.	Initial Submittal of Improvement Plans Prior to final map approval	Development Engineering and City Engineer	
15. * The design of on-site sanitary sewer system improvements shall be consistent with the City of Lincoln Design Criteria & Procedures Manual and the approved Infrastructure and Public Facilities Financing Plan to ensure onsite sewer system is sized to accommodate offsite sheds.	Initial Submittal of Improvement Plans	Development Engineering and City Engineer	
16. A) * *The design of the Stardust 12 storm drainage system improvements shall comply with the Village 1 master drainage analysis. In addition, prior to the approval of improvement plans, the applicant shall demonstrate that the design of the on-site drainage system complies with Section 10 of the City Design Criteria and Procedures Manual, specifically Table 10-1, “Allowable Street Encroachments” and Section 10-2 for minimum pad elevations adjacent to designated floodplains and overland routing of flood flows. B) **Project drainage shall comply with the approved Tentative Subdivision Map (dated February 20, 2026) to the satisfaction of the City Engineer.	Initial Submittal of Improvement Plans	Development Engineering and City Engineer	
17. The Applicant shall finalize the preliminary Storm Water Quality Plan (SWQP) with the first submittal of the improvement plans. The SWQP shall incorporate previous comments obtained during entitlement review to comply with the West Placer Storm Water Quality Design Manual, using updated SWQP templates, and the applicable MS4 permit requirements. Compliance with the MS4 permit may result in the loss of lots.	Initial Submittal of Improvement Plans or Grading Plans	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
18. The Applicant shall submit a soils report amendment, if required, prepared by a soil engineer for the development. The report shall identify any grading and/or foundation soil problems on the lots and recommend any necessary corrective action to be taken. The reports shall be submitted with the Grading Permit or Improvement Plans, whichever occurs first. The reports shall include sub-grade soil evaluation for roadway design and provide suggested structural road sections. The soils report shall provide soil characteristics and geologic information necessary for input into the SWQP templates if required by design criteria.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
19. For those improvements that will affect regulated resources, the Applicant shall have secured all required environmental permits prior to start of construction.	Prior to the start of construction/ issuance of grading permit	Planning	
STORM WATER QUALITY/GRADING/DRAINAGE			
20. *Each phase of the project shall include adequately sized and properly aligned culverts at all drainage-way crossings. Applicant shall delineate stormwater treatment areas and volumes for each drain outlet. Culvert sizes must meet the drainage design criteria requirements given under the Lincoln Design Criteria & Procedures Manual and be approved by the City Engineer. Design and construct temporary culverts over natural channels for any stream crossings used during any construction phase. Construction equipment and vehicles must not cross streams without a proper temporary culvert crossing.	Prior to approval of Improvement Plans and Final Map	City Engineer	

Condition	Timing	Responsible Party	Status
21. In accordance with the City's most current standards, no disturbed surface or soil shall be left standing through a winter season without erosion control measures, such as re-vegetation of exposed slopes. Temporary erosion control measures (such as silt fences, staked straw bales, etc.) shall be employed at the base of disturbed slopes until re-vegetation is established.	Prior to approval of Improvement Plans or Grading Permit, whichever occurs first.	City Engineer	
22. Design and construct energy dissipaters where drainage outlets discharge on erodible soil or into natural drainage ways. Temporary dissipaters may be used for temporary storm runoff outlets during construction phases. Permanent dissipaters shall be included for permanent outlets, unless the Erosion Control Plan indicates that conditions render it unnecessary (subject to the approval of the City Engineer).	Prior to approval of Improvement Plans and/or Final Map	Development Engineering and City Engineer	
23. The Applicant shall submit a post construction Storm Water Quality Plan with the improvement plans. The project shall comply with the City Ordinance, City's MS4 permit requirements and any other state mandated requirements, to the satisfaction of the City Engineer. Compliance with the MS4 permit may result in the loss of lots.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
24. The design, maintenance, inspection, and reporting of all storm water systems, devices, and treatment systems by the Applicant shall be in compliance with the State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System Permit Phase 2 Municipal General Permit No. CAS000004, Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems and any design guidance developed by the City.	Prior to approval of Improvement Plans and During Construction	Community Development and City Engineer	

Condition	Timing	Responsible Party	Status
25. The Applicant shall submit a SWPPP and post construction Erosion Control Plan for each phase of construction for City approval. The Plan shall include Best Management Practices (BMPs) to minimize and control the level of pollutants in storm water runoff released to off-site receiving waters. Specific techniques shall comply with adopted City Standards.	Prior to approval of Improvement Plans and During Construction	Community Development and City Engineer	
26. *To the extent Applicant is required to construct stormwater detention facilities, the Applicant shall prepare a Water Quality Maintenance and Operation Plan for storm water quality & LID improvement facilities to be maintained by the Public Services Department. The Water Quality Maintenance and Operation Plan shall contain, at a minimum, a description of the constructed facilities, the design criteria, a description of the expected facility operation, a post construction Erosion Control Plan, a post construction Storm Water Quality Control Plan, and a description of maintenance activities required along with a schedule for each activity. The Water Quality Maintenance and Operation Plan shall also contain a description of sampling, testing, and reporting requirements. The Water Quality Maintenance and Operation Plan shall be subject to approval by the Public Services Department.	Prior to Improvement Plan Acceptance /Final Map Approval	Development Engineering, City Engineer, and Public Services	
27. Subject to permits issued by the Placer County Environmental Health Department, locate and properly abandon all septic systems and wells. Prior to abandoning any existing agricultural wells, the Applicant shall use water from the agricultural wells for grading and construction of the project.	Prior to Acceptance of Improvements or as determined on Improvement Plans	City Engineer	

Condition	Timing	Responsible Party	Status
28. The Applicant shall submit a Blasting Plan (if required) for review and approval by the City Engineer prior to commencing any on-site blasting activities. At a minimum, the Blasting Plan is to include a description of the work to be accomplished, a statement of the necessity to accomplish the work, a description of alternatives to blasting considered but rejected, a description of steps taken to avoid hard rock areas, safety measures to be implemented. The Blasting Plan is to coordinate blasting activities with the Police, Community Development Department, and Fire Departments and specify the time and duration proposed for the activity. The Applicant shall provide 72 hours notification to the above Departments of any scheduled blasting.	Prior to any blasting activities	Community Development, City Engineer, Police, Fire	
29. ** The Applicant shall design and construct a vehicular maintenance access ramp to the bottom of the stormwater quality basins and any outfalls as part of improvement plans.	Prior to approval of Improvement Plans and acceptance of Improvements	Development Engineering, City Engineer, and Public Services	
30. The Applicant shall provide a grading and erosion control security deposit and encroachment permit security in accordance with the City of Lincoln Design Criteria and Procedures Manual.	Prior to the issuance of the Grading & Encroachment Permit.	City Engineer	
31. Flagging, fencing, signage, and other devices shall be installed prior to grading on-site. Fence locations shall be to the approval of the City Engineer and shall require inspection prior to start of grading. Fencing should not be removed unless written approval is obtained from the City Engineer.	Prior to Grading	City Engineer	
32. Trees removed during site grading and construction shall be disposed of by means other than landfill or burning.	Prior to Grading	City Engineer	

Condition	Timing	Responsible Party	Status
33. Trees not scheduled for removal adjacent to construction areas shall be temporarily fenced around their drip lines to prevent inadvertent damage during construction activity.	Prior to Grading	City Engineer	
FLOODPLAIN/WETLANDS			
34. All future grading shown on the tentative map, including proposed pad elevations, shall be subject to further review and approval by the City Engineer and Community Development Department in accordance with applicable City and FEMA requirements.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	
TRANSPORTATION/STREET IMPROVEMENTS			
35. ** The construction of Leavell Ranch Road connection to McBean parkway shall be required, if not already built by others, as per approved backbone street improvement plans to the satisfaction of the City Engineer consistent with adopted Village 1 Specific Plan & Amendment, and any updated infrastructure plans.	Prior to approval of Final Map or Subdivision Improvement Agreement	Development Engineering and City Engineer	
36. Traffic striping, markings and signing along the project roadways shall be provided as required by the applicable City of Lincoln Design Criteria and Procedures Manual and Public Facilities Improvement Standards, as well as the California Manual of Uniform Traffic Control Devices, latest edition.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
37. The Applicant shall design and construct ADA compliant ramps to allow movement of bicycles from sidewalks to on-street bike lanes where bike/trail routes merge with frontage sidewalks.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
38. Street names shall be reviewed and approved by the City. The Applicant shall work with the City to determine appropriate names to be incorporated into street names as feasible.	Prior to approval of Final Map	Planning	
39. Applicant shall provide an executed right of entry/construction easement from neighboring property owners prior to issuance of the grading permit for offsite construction.	Prior to issuance of Grading Permit	Development Engineering and City Engineer	
UTILITIES			
40. The Preliminary Utility Plan exhibits in the Tentative Map set showing pipe sizing and alignment for utilities are not approved for final design. The utility exhibits shall be updated by technical studies/reports and the Improvement Plans shall incorporate the findings of the technical studies, to the satisfaction of the City Engineer.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
41. ** A. Applicant shall design the drainage infrastructure to discharge into a drainage system to the satisfaction of the City Engineer and consistent with the Village 1 Drainage Master plan. B. Applicant shall construct the approved drainage infrastructure prior to Final Map or enter into a Subdivision Improvement Agreement.	A. Prior to approval of Improvement Plans B. Prior to Final Map or SIA	Development Engineering and City Engineer	
42. ** Proposed improvements across Lot-C (utility corridor) shall be to the satisfaction of the City Engineer.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
43. If determined necessary by the City Engineer, the Applicant shall design and construct water sampling stations at locations approved by the City Engineer to allow for sampling of the water supply system, pursuant to the State of California and the City of Lincoln, if significant changes are to be proposed from the approved Tentative Map.	Prior to approval of Improvement Plans & Final Map	Development Engineering, City Engineer and Public Services	
44. If required, the Applicant shall pay for the cost of the City's consultant to perform water modeling to access the fire flows by including this project water system into the City's water model.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
45. The Applicant shall comply with all provisions of the City's Cross Control and Backflow Prevention Ordinance.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	
46. The Applicant shall submit Joint Utility Trench Composite Plans for review by City Engineer.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
47. If/where applicable, subject to the **Stardust 12** Small Lot Tentative Subdivision Map, sewer and water easements located in open space/landscape areas shall have an access road to valves and manholes approved by the Community Development Department and City Engineer, and constructed with a minimum easement width of 15-feet and providing an 8-foot wide pave section, acceptable to the City Engineer with 2-foot wide aggregate base shoulders.	Prior to Acceptance of Improvements	City Engineer	
FIRE			

Condition	Timing	Responsible Party	Status
48. The final design, layout and line capacity of water and hydrant systems will be subject to approval of the City Engineer in consultation with the Fire Chief prior to start of any phase of underground utility construction.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	
49. The final placement of fire hydrants shall be subject to the approval of the Fire Chief during the review of Improvement Plans and consistent with the most current improvement standards for the City.	Prior to approval of Improvement Plans & Final Map	Development Engineering, City Engineer and Fire Department	
50. Emergency access ways and pedestrian connections shall substantially conform to the locations provided in the approved Tentative Map. Any substantive changes made shall be reviewed with Improvement Plans and be approved by the Fire Department, Community Development Department, and City Engineer.	Prior to approval of Improvement Plans & Final Map	Community Development, City Engineer and Fire Department	
51. ** The gates and controls to the gates at the EVA to the subdivision shall be designed in compliance with requirements of the City Fire Department. The project shall not connect to Stardust Lane for daily residential access, but shall allow for the proposed EVA. Gated communities to have "Click 2 Enter" and Opticom system programmed for fleet, police, fire channels, if applicable.	Prior to approval of Improvement Plans & Final Map	Public Safety, City Engineer and Fire Department	
PARKS AND TRAILS			

Condition	Timing	Responsible Party	Status
52. The Applicant shall prepare Improvement Plans and construct the dedicated landscape corridors, trails and other open space facilities, consistent with the approved Stardust 12 Tentative Subdivision Map, Village 1 Specific Plan and the General Development Plan. Trail plans shall be approved with the Public Improvement Plans. Landscape plans may be submitted with the Improvement Plans and reviewed separately from but concurrently with Improvement Plans. The following specifications shall be applied to trails in the project: • Trails must be located as shown on the approved Tentative Map. • Provide a striped pedestrian crossing for the trail system when it crosses a public right-of-way. • Applicant shall install all required signage for the trail.	Prior to approval of Improvement Plans and Final Map.	Community Development and City Engineer	
LANDSCAPING			
53. *As specified in the Village 1 Specific Plan and Infrastructure and Public Facilities Financing Plan, **Stardust 12** Landscape Plans shall include drought tolerant, low maintenance re-vegetation and landscaping plans and specifications for landscaped corridors/landscaped medians, common parking lots, prepared by a registered landscape architect. The Plans shall be to the satisfaction of the Community Development Department, City Engineer and the Public Services Director. The plans shall be consistent with the General Development Plan and should blend the project into its natural environment and reflect a design which is sensitive to water use, fire hazards, wildlife and view sheds. The Landscape Plans shall include: planting plans, species lists suited to Lincoln's climate and soil conditions, Irrigation Plans and water usage calculations consistent with AB 1881 regarding water conservation, backflow devices for potable water uses, stabilization measures for cut and fill slopes and soil preparation methods.	Prior to approval of Improvement Plans and Final Map	Community Development, City Engineer, and Public Services	

Condition	Timing	Responsible Party	Status
54. The Applicant shall be required to use the previously approved Master Tree List Planting Plan for the residential development setting front yard trees in accordance with the adopted General Development Plan for Village 1 Plan Area. The residential Landscape Plans shall be subject to review and approval of the Community Development Department.	Prior to issuance of building permit	Community Development and City Engineer	
55. Details and structural calculations for any structures being proposed on the civil and landscape improvement plans shall be submitted for review with the Improvement Plans.	Prior to approval of Improvement Plans/issuance of grading permit	Community Development and City Engineer	
LIGHTING/DESIGN			
56. *A Street Lighting Plan shall be submitted to the City with Improvement Plans prior to construction of each project phase. All streetlights shall be LED and Smart Metered to the satisfaction of the City Engineer. Street light poles (where located in public right-of-way and maintained by City) shall be concrete and constructed to the satisfaction of the City Engineer. Streetlight spacing within the MDR private streets, onsite, will be per City standards unless approved otherwise by the City Engineer. Streetlights and similar fixtures shall be directed away from residences. The street lighting foundation design shall be included with the Street Lighting Plan.	Prior to approval of Improvement Plans and Final Map	Development Engineering and City Engineer	
57. ** Applicant shall submit a photometric plan to demonstrate street lighting provided meets the City of Lincoln Lighting Standards for coverage (Lumens) for all public streets within the project.	Prior to approval of Improvement	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
58. The Applicant shall review options with Community Development staff to minimize visual impacts and monotony in the design of any sound walls. If used, walls should be constructed of masonry and utilize graffiti resistant materials. Wall design and materials shall be subject City's approval and according to the design standards in the approved Village 1 Specific Plan and General Development Plan.	Prior to Improvement Plans and Final Map	Community Development	
IMPROVEMENT PLAN NOTES			
59. Dust control measures shall be established prior to construction of any phase of development pursuant to the requirements of the Mitigation Monitoring Plan. Additional dust control measures may be required by the City Engineer based upon site conditions. The following note shall be added to the Grading and/or Improvement Plans: "To minimize dust/grading impacts during construction, the Applicant shall: a. Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day. b. Use tarpaulins or other effective covers on all stockpiled earth material and on all haul trucks. c. Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities. d. Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off-site. e. The City shall have the authority to stop all grading operations, if in opinion of City staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. The grading shall comply with the Mitigation Monitoring Program."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
60. A note shall be added to the Grading Plans that states: "Prior to the commencement of grading operations, the contractor shall identify the site from where the deficit earthen material shall be borrowed. A report issued by a geotechnical engineer shall be submitted to verify that the imported materials are suitable for project fill. If the borrow site is within the City of Lincoln, the contractor shall show proof of all approved Grading Plans. Haul routes to be used shall be approved by the City Engineer."	Prior to approval of Grading Plans	Development Engineering and City Engineer	
61. A note shall be added to the Improvement Plans: "Construction in the project shall take place between the hours of 7:00 A.M. to 5:00 P.M., Monday through Friday, unless written approval is granted by the Community Development Department for private property and the City Engineer for mass grading and public improvements, allowing work for different days or hours." "Radios and other musical equipment noise shall be played at levels consistent with the City of Lincoln standards so as to be contained on-site."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
62. A note shall be added to the Improvement Plans: "All contractors are required to deliver all construction related refuse collected in debris boxes to the Western Placer Waste Management Authority Material Recovery Facility. The City reserves the right to require that a franchise agreement be approved with any refuse handler at any time during the construction process."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
63. A note shall be added to the Improvement Plans: "Seventy-two (72) hour notification must be given to the City of Lincoln prior to disinfection of any water mains. The contractor shall coordinate with the City Construction Inspector to schedule with the Public Services Department at (916) 434-2450 for disinfection and testing."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
64. A note shall be added to the Improvement Plans: "The Applicant shall submit environmental surveys in compliance with the mitigation measures. The Applicant shall secure Community Development Department (Planning) approval that surveys are adequate and mitigation measures are incorporated into the Plan prior to start of any on-site construction."	Prior to approval of Improvement Plans	Community Development and City Engineer	
65. A note shall be added to the Improvement Plans: "The Applicant shall require their contractors to work with the Police Department in the development of security measures during construction to increase security of stored equipment and materials on-site and to minimize demands on police protection services during project construction."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
66. A note shall be added to the Improvement Plans: "All construction contractors shall provide a Spill Prevention and Counter Measure Plan describing measures to ensure proper collection and disposal of all pollutants handled or produced on the project site during construction, including sanitary wastes, cement, and petroleum products. The Plan shall be submitted to the City's Fire Department and City Engineer prior to each phase of construction."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
FINAL MAP			
67. If any public improvements required by the City pursuant to this subdivision or local ordinance have not been completed and accepted in accordance with conditional approval of the tentative map, the City, as a condition precedent to the approval of the final map, shall require the subdivider to enter into a mutually agreeable terms to complete the improvements in a manner authorized by Government Code Sections 66462(a) and 66499.5. The Applicant shall provide security, in one of the standard forms acceptable to the City Attorney and consistent with the Subdivision Map Act guaranteeing construction of the improvements.	Prior to Final Map approval	Community Development, City Engineer	

Condition	Timing	Responsible Party	Status
68. Arrangements shall be made by the Applicant during the review of final maps by the City for the abandonment of any existing easements and/or right-of-way no longer required as well as arrangements for the dedication of new easements and/or rights-or-way required to carry out project conditions of approval. Separate document easements required by the City shall be prepared by a licensed land surveyor and submitted for review by the City Surveyor, Community Development Department and City Engineer.	Prior to Final Map approval	Community Development and City Engineer	
69. The Landowner shall convey all groundwater rights to the City of Lincoln with the recordation of any final maps.	Prior to Final Map approval	Community Development and City Engineer	
70. The Landowner shall dedicate public utility easements for underground facilities of a size established by City Standards and Specifications and consistent with the City's franchise agreements as part of each final map.	Prior to Final Map approval	Community Development and City Engineer	
71. The words "traffic control appurtenances" shall be included on the cover sheet of any final map in the list of utilities allowed in public utility easements (PUE's) located along public roads.	Prior to Final Map approval	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
72. The Landowner shall provide or annex into a funding mechanism for the annual maintenance and operation of public streets, streetlights, parks, landscaping, open space, water quality features, storm drain facilities, detention and/or retention facilities, and traffic signals. This funding mechanism may consist of a Special Tax, Assessment District, or endowment, at the discretion of the City. If the project is within a current finance mechanism such as Benefit Assessment District No. 1, or CFD 2018-1, an expenditure/ revenue analysis should be completed if the number of units or amount of public improvements to be maintained have changed since preliminary approval to ensure the project will cover the costs of the annual maintenance and operation of the public improvements. Compliance with this condition shall be to the satisfaction of the City Engineer. Annually the costs will be allocated proportionately against the individual lots in accordance with the benefits received. Annual adjustments shall be applied in accordance with the Consumer Price Index plus 3% as determined by the City to adjust the assessment for inflation as needed to meet any actual increased costs. Annexation into CFD 2018-1 could satisfy this condition.	Prior to Final Map approval	Community Development, Support Services and City Engineer	
73. The Landowner shall provide or annex into a funding mechanism for the additional demand on public safety and public library, etc. This funding may consist of annexation to CFD 2018-2 or other funding mechanism as is acceptable to the City. A fiscal impact analysis should be completed to ensure the project will cover the costs of the additional services needed. Compliance with this condition shall be to the satisfaction of the Finance Director and Community Development Director. Annually the costs will be allocated proportionately against the individual lots in accordance with the benefits received. Annual adjustments shall be applied in accordance with the Consumer Price Index plus 3% as determined by the City to adjust the assessment for inflation as needed to meet any actual increased costs.	Prior to Final Map approval	Community Development, Support Services and City Engineer	

Condition	Timing	Responsible Party	Status
74. The Applicant will participate in the City's Public Facilities Element (PFE) Fee program current at the time of issuance of each building permit.	Issuance of Each Building Permit	Community Development	
75. The project is subject to the Village 1 Specific Plan Infrastructure Master and Finance Plan Area Fee, or the Interim Fee Agreement for the Village 1 Specific Plan Infrastructure Financing Plan, whichever is in effect at the time of first final map approval.	Prior to first Small-Lot Final Map approval	Planning & Developmen t Engineering	
76. If required, the Applicant with the assistance of the Fire Department and Community Development Department shall develop a Wildland Fire Management Program. The Plan shall provide for the maintenance of undisturbed vegetation in open space areas located on the project site on an annual basis and be submitted to the City Police/Fire Department for approval prior to the recordation of any Final Small Lot Maps.	Prior to recordation of any Final Map approval	Planning, Fire	
77. The Applicant shall provide to the Community Development Department copies of the final maps for each phase after the City Engineer's approval but prior to City Council approval: • Two digital copies of the final map in DWG format compatible with the City's mapping and PDF • One plot or print of the submittal	Prior to Final Map approval	Community Development and City Engineer	
78. Prior to City approval of a final map, the Applicant shall file with the Placer County Clerk, a certificate from the Placer County Tax Collector's Office indicating that no liens against the subdivision or any part thereof exist for unpaid state, county, municipal or local taxes or special assessments collected with taxes, except those not yet due and payable.	Prior to Final Map Approval	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
79. After recordation of any final map, the Applicant shall provide to the City Engineer one copy of the recorded final map.	Immediately after recordation of Final Map	Community Development and City Engineer	
80. Dedicate rights of ways and easements for public improvements, open space and park lots shown on the small lot final map/s and construct those improvements or enter into a subdivision improvement agreement with bonds, pursuant to Lincoln Design Criteria and Procedures Manual, to the satisfaction of the City Engineer.	Concurrent with filing the Small Lot Final Maps	Development Engineering and City Engineer	
81. **Approval of the Final subdivision map is subject to dedication of an easement for public street & highway purposes and public utility easements as noted on the approved tentative subdivision map.	General Condition/Concurrent with First Final Map	Development Engineering, City Engineer	
82. ** Applicant shall be required to design, construct & bond for the primary public street connection as per the approved tentative subdivision map to the satisfaction of the City Engineer.	Prior to Improvement Plan approval/Final Map approval	Development Engineering, City Engineer	
83. The Development Agreement shall address the obligation of the Applicant to reimburse for facilities constructed by third partiers which benefit the Applicant, if any, as well as provide Applicant with reimbursement rights for facilities constructed by Applicant which benefit third parties	Prior to Recordation of Final Map	Community Development & City Engineer	
84. The Applicant shall comply with the General Plan, Village 1 Plan Area Fees or Interim Fee Agreement, and Development Agreement regarding Park Dedication and Fees, if applicable.	Prior to approval of the each Final Map	Planning	
PRIOR TO CONSTRUCTION			

Condition	Timing	Responsible Party	Status
85. The Applicant shall apply for and obtain an Encroachment Permit from the City Engineer prior to any work conducted within the existing public right-of-way.	Prior to beginning construction	City Engineer	
86. The Applicant shall obtain necessary approvals and permit from the County of Placer for the proposed sewer connection to the existing 42-inch sewer line on McBean Parkway.	Prior to Acceptance of Improvements	City Engineer	
87. Prior to performing construction activities within the project area and prior to each phase of development, the Applicant shall submit a construction schedule to the Fire Department to allow coordination of fire protection services during construction.	Prior to any construction activity	City Engineer and Fire Department	
88. The Applicant shall consult/notify with the service provider of gas, telephone, cable and Electrical System Design Departments at the earliest available opportunity concerning all applicable development plans, site improvements, and construction schedules. The Applicant or IT contractor shall maintain contact with the service providers so that required facilities and easements will be developed in a coordinated manner.	Prior to construction	City Engineer	
89. An on-site meeting with the Applicant, contractor, superintendent, engineers, and City representatives to review special procedures, limits of work, lines of authority and special conditions or procedures shall take place prior to any significant grading activity. The Applicant shall provide an organizational chart displaying lines of authority and phone numbers for each individual shown in a supervisory capacity. The Applicant shall designate in writing before the start of work an authorized representative who will have authority to act on behalf of the project. Said representative should be available on the job site during all construction or accessible by phone. The representative shall also make any necessary arrangements with the City Engineer concerning extended or emergency work periods.	Prior to any construction	City Engineer	
90. All construction haul routes shall be approved by the City Engineer prior to commencement of any construction activity.	Prior to any construction	City Engineer	

Condition	Timing	Responsible Party	Status
91. The Applicant shall coordinate the placement of centralized mail delivery units, if required by the Post Office or provide verification that centralized mail delivery units will not be required by the Post Office. The placement of the units, if required by the Post Office, shall consider concepts of defensible space, such as street lighting and visibility, ADA accessibility, as well as consumer convenience. The centralized mail delivery units shall not be located within any of the water quality LID areas identified on the Subdivision Map and/or Improvement Plans.	Prior to any construction	Community Development	
DURING CONSTRUCTION			
92. Consistent with the recommendations of a soils engineer and as approved by the City Engineer, grading should be scheduled to avoid seasonally high groundwater conditions in swale areas, to the extent feasible.	During Construction	City Engineer	
93. Applicant shall provide a specific geotechnical analysis to determine the suitability of excavated material (if proposed for use) as engineered fill, and trench backfilling, topsoil, or other types of reuse on-site such as landscaping fill in parks. If during construction the Applicant identifies any unique unforeseen soils conditions, the Applicant shall within 24-hours notify its geotechnical consultant to provide an analysis to the City Engineer for approval concerning any remediation action.	During Construction	City Engineer	
94. The Applicant/Contractor shall be responsible for the cleaning of all public streets impacted by Stardust 12 project construction. The manner and frequency of street cleaning shall be determined by the City Engineer based upon field conditions.	During construction	City Engineer	
95. For potable construction water, flows shall not exceed 500 gallons per minute and 500,000 gallons per day subject to approval by the City. All flows shall be metered and monitored by the Applicant. The cost of potable construction water shall be at a rate established by the City. Any use of potable water for construction shall be subject to availability as determined by the City.	During construction	City Engineer	

Condition	Timing	Responsible Party	Status
96. The project shall provide for a system to inform all contractors and subcontractors and other affiliated parties conducting business within the City that a Business License must be obtained from the City. Prior to the preconstruction meeting, the Applicant shall submit to the City of Lincoln a list containing all parties doing business within the City as a result of the project. The City will check the list to ensure that each party has obtained the necessary Business License.	Prior to issuance of Building Permits and during construction	Building	
97. The Applicant may place a temporary sales and/or construction building (trailer) on the project site during project construction, subject to approval of the Community Development Department. The Applicant shall submit information to the Community Development Department regarding the location and services available to the structure as well as elevations of the temporary facility. Use of the trailer will be subject to the approval of the Community Development Department.	During construction	Building	
PRIOR TO ACCEPTANCE			
98. The Applicant, through its engineer or surveyor, shall set sufficient durable monuments to conform to the standards prescribed in Section 8771 of the Business and Professional Code of California, and street monuments in accordance with the City Design Criteria and Procedures manual.	Prior to Acceptance of Improvements	City Engineer	
99. The Applicant shall provide the City with "As-Built Plans" in a mylar hard copy and the other on a computer disc in an AutoCAD format compatible with the City's mapping acceptable to the City Engineer.	Prior to Acceptance of Improvements	City Engineer	
100. Existing and proposed public facilities and improvements damaged during the course of construction shall be repaired by the Applicant, at his expense, to the satisfaction of the City Engineer.	Prior to Notice of Completion and Acceptance of Improvements	City Engineer	

Condition	Timing	Responsible Party	Status
101. The contractor shall be responsible for the televising of all sewer collection and conveyance facilities. A 72-hour notification, both written and verbal, shall be given to the City Engineer prior to the televising of the sewer system. If not properly notified the City may elect to require a re-testing of the subject system.	Prior to Notice of Completion	City Engineer	
PRIOR TO BUILDING PERMIT			
102. Finished exterior grades shall be sloped away from foundations to provide removal of surface water runoff away from structures. All building pads shall be provided with drainage away from foundations and to a properly controlled discharge system. No surface runoff should be allowed to flow from the pad over an unprotected slope. Terraced lots should avoid uncontrolled discharge of surface water runoff onto adjoining lots.	Prior to approval of Plot Plans	Building, Development Engineering	
103. Fire hydrants or other acceptable alternative approved by the City, providing service for construction sites shall be operational prior to combustible vertical building construction beginning.	Prior to issuance of Building Permits	Building	
104. All private exterior lighting is to be uniform or complimentary throughout the project. Private exterior lighting to be provided for all access driveways, parking areas and walkways to facilitate protection of private property and safe pedestrian movement within the project site. Such lighting shall be accomplished in such a manner as not to illuminate adjacent properties or street which may be objectionable or hazardous. Detailed Lighting Plans depicting the location and type of all lighting fixtures to be submitted and approved by the Building, Planning, and Police Department as part of the Construction Plans.	Prior to issuance of Building Permit	Community Development, Police Department	

Condition	Timing	Responsible Party	Status
105. The project shall pay the statutory school fees to Western Placer Unified School District school as required by the Leroy Green School Mitigation Fee Act.	Prior to issuance of Building Permits	Building	
106. The Applicant shall pay all applicable fees at time of issuance of the Building Permit.	Prior to issuance of Building Permits	Building	
107. The project shall pay the Placer County Capital Facilities Impact Fee to the City for pass through to the County.	Prior to issuance of Building Permits	Building	
108. The development of residential dwelling units shall be subject to the review and approval process of Design Review as set forth in the City's Municipal Code.	Prior to the issuance of the Building Permits	Planning	
109. All water meters shall be installed by the Public Services Department as per standards and specifications adopted by the City of Lincoln in June 2004 and as thereafter amended. A fee (applied city-wide) will be required for the cost and installation of each meter and may be adjusted annually based upon costs.	Prior to First Inspection following issuance of Building Permits	Building and Public Services	
PRIOR TO OCCUPANCY			

Condition	Timing	Responsible Party	Status
110. The Applicant shall install all fire protection measures required pursuant to the then applicable City Standards. All residential units shall be fire sprinkled in accordance with the 2022 California Fire Code, or the Fire Code in effect at the time of Building Permit application.	Prior to Final Inspection / Occupancy	Building	

TENTATIVE SUBDIVISION MAP
STARDUST 12
CITY OF LINCOLN, CALIFORNIA
FEBRUARY 20, 2026

PROJECT NOTES

RECORD OWNER
GUERTIN, JAMES B
PO BOX 355
LINCOLN, CA 95648
PHONE: (916) 257-3936

APPLICANT/DEVELOPER
JEN CALIFORNIA 28, LLC
1478 STONE POINT DRIVE, SUITE 100
ROSEVILLE, CA 95661
CONTACT: JOHN JEWETT
PHONE: (530) 550-5525

PLANNER/ENGINEER
WOOD RODGERS INC.
3741 DOUGLAS BLVD, SUITE 150
ROSEVILLE, CA 95661
CONTACT: PLANNER: VANCE JONES
ENGINEER: JASON REED, PE C66631
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBERS
021-274-038, -039

AREA
12.8 ± ACRES GROSS

RESIDENTIAL LOT SIZES
AVERAGE: 4,029 SQ. FT.
MAXIMUM: 8,864 SQ. FT.
MINIMUM: 3,200 SQ. FT.

LOT COUNT SUMMARY
84 SINGLE FAMILY RESIDENTIAL LOTS
2 WATER QUALITY/LANDSCAPE LOTS
1 UTILITY & PEDESTRIAN ACCESS LOT
1 EMERGENCY VEHICLE ACCESS LOT
88 LOTS TOTAL

EXISTING GENERAL PLAN LAND USE
COUNTRY ESTATES (CE)
LOW DENSITY RESIDENTIAL (LDR)
OPEN SPACE (OS)

PROPOSED GENERAL PLAN LAND USE
MEDIUM DENSITY RESIDENTIAL (MDR)
OPEN SPACE (OS)

EXISTING ZONING
VILLAGE COUNTRY ESTATES (VCE)
VILLAGE LOW DENSITY RESIDENTIAL (VLDR)
VILLAGE OPEN SPACE (VOS)

PROPOSED ZONING
VILLAGE MEDIUM DENSITY RESIDENTIAL (VMDR)
VILLAGE OPEN SPACE (OS)

PARKS & RECREATION
CITY OF LINCOLN

POLICE & FIRE PROTECTION
CITY OF LINCOLN

SCHOOL DISTRICT
WESTERN PLACER UNIFIED SCHOOL DISTRICT

SEWER
CITY OF LINCOLN

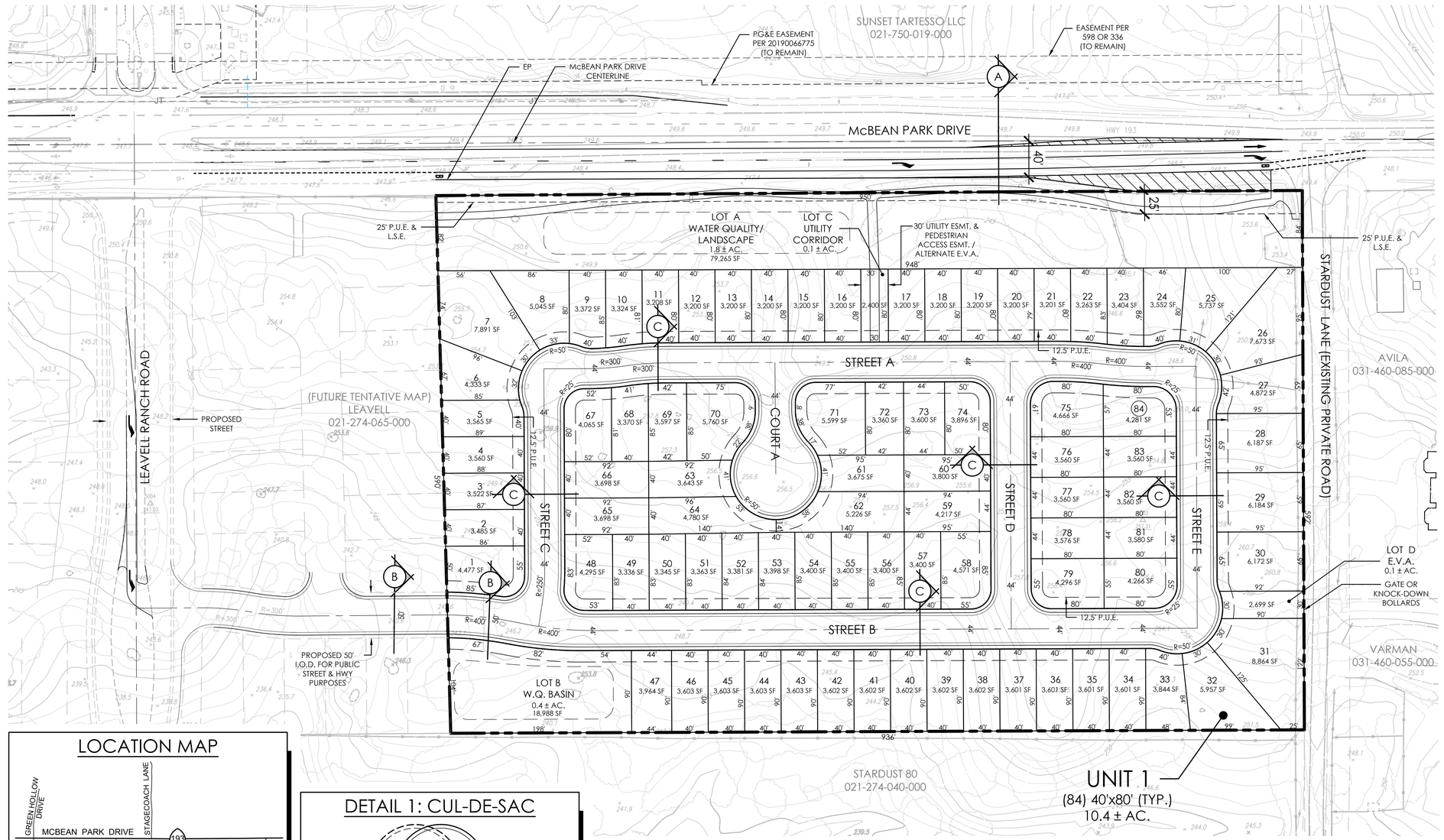
STORM DRAIN
CITY OF LINCOLN

WATER
CITY OF LINCOLN

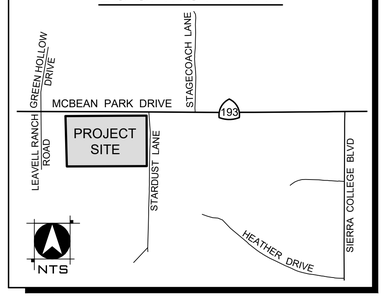
ELECTRICITY
PG&E

NATURAL GAS
PG&E

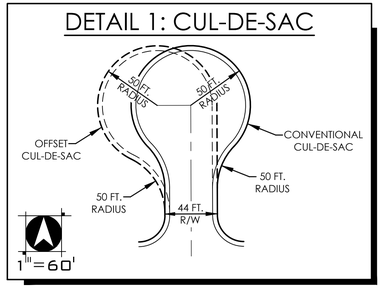
NOTE:
1) *SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.*
2) *EXISTING TOPOGRAPHY PROVIDED BY WOOD RODGERS AND WAS FLOWN IN 2024. CITY OF LINCOLN BENCHMARK "LIN-8A."*
3) *UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.*
4) *ALL EXISTING RECORDED EASEMENTS ON THE PROPERTY HAVE BEEN VERIFIED AND ARE SHOWN HEREON.*
5) *OWNER WILL DEDICATE ALL EASEMENTS AND LETTERED LOTS NECESSARY TO PROVIDE ALL ONSITE UTILITIES AND ROADWAYS.*
6) *A 12.5' P.U.E. SHALL BE LOCATED ADJACENT TO ALL PUBLIC STREETS UNLESS OTHERWISE SHOWN ON THIS TENTATIVE SUBDIVISION MAP.*
7) *THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.*
8) *ALL EXISTING STRUCTURES AND SEPTIC SYSTEMS TO BE REMOVED. EXISTING WELLS TO BE REMOVED OR TO REMAIN AS NOTED.*
9) *THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.*
10) *MASTER UTILITY STUDIES WILL BE PROVIDED AT THE TIME OF VILLAGE IMPROVEMENT PLAN SUBMITTAL.*
11) *LOT LINES MAY BE ADJUSTED AT THE TIME OF FINAL MAP PROVIDED THAT NO ADDITIONAL LOTS ARE CREATED AND RESULTING DESIGN IS IN SUBSTANTIAL CONFORMANCE WITH THIS TENTATIVE SUBDIVISION MAP. FUTURE PUBLIC LOTS ARE NOT TO BE COUNTED AS "LOTS" TOWARD ANY FUTURE BOUNDARY LINE ADJUSTMENT.*
12) *FINAL SUBDIVISION MAPPING SHALL BE PREPARED TO IDENTIFY ALL R/W, IOD'S, AND/OR PUBLIC/PRIVATE STREETS, IF ANY, NEEDED TO ACCOMMODATE THE CONSTRUCTION PHASING OF THE VILLAGES SHOWN ON THIS TENTATIVE MAP.*
13) *ALL PUBLIC STREETS, LIGHTS, AND DRAINAGE FACILITIES TO BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS, EXCEPT AS SHOWN OTHERWISE HEREON.*
14) *LOTS 26-31 WILL RELINQUISH ACCESS RIGHTS TO STARDUST LANE.*



LOCATION MAP



DETAIL 1: CUL-DE-SAC

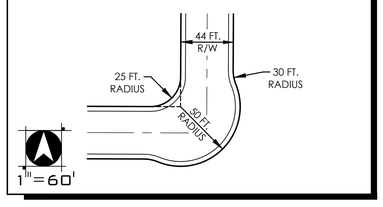


SURVEYOR'S STATEMENT

THE BOUNDARY SHOWN HEREON IS BASED ON THE LEGAL DESCRIPTION AS DESCRIBED IN THE PRELIMINARY TITLE REPORT PREPARED BY PLACER TITLE COMPANY, ORDER NO. P-625666 DATED MARCH 8, 2024. ALL EASEMENTS SHOWN IN THE REPORT ARE SHOWN HEREON OR IF AN EASEMENT IS NOT PLOTTABLE OR BLANKET, A NOTE TO THAT EFFECT IS SHOWN HEREON. ANY PUBLIC EASEMENTS TO BE ABANDONED ARE SHOWN AS "TO BE ABANDONED WITH FINAL MAP (IF APPLICABLE)."

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPLESS
No. 7944
STATE OF CALIFORNIA

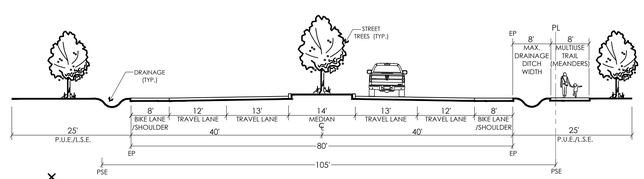
DETAIL 2: ELBOW



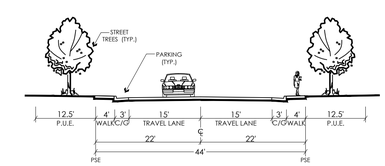
LOT SUMMARY

UNIT/LOT NO.	LAND USE	LOT SIZE (MIN.)	UNITS	ACRES (G)	DENSITY (DU/AC)
1	MEDIUM DENSITY RESIDENTIAL	40'X80'	84	10.4	8.1
SUBTOTAL	-	-	84	10.4	8.1
A-B	WATER QUALITY/LANDSCAPE	-	-	2.2	-
C	UTILITY & PEDESTRIAN ACCESS	-	-	0.1	-
D	EMERGENCY VEHICLE ACCESS	-	-	0.1	-
SUBTOTAL			-	2.4	-
TOTAL			84	12.8	-

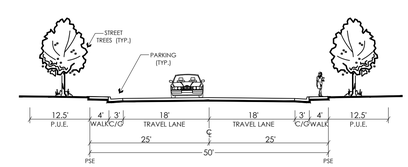
NOTE: 50' I.O.D. FOR PUBLIC STREET AND HIGHWAY PURPOSES TO BE PROVIDED OVER STREET B CONNECTION TO LEAVELL RANCH ROAD (OFFSITE).



A *ARTERIAL (SR 193/McBEAN PARK DRIVE) - ULTIMATE CONDITION
105' PUBLIC STREET EASEMENT
SCALE: 1"=15'
* REFER TO GEOMETRIC APPROVAL DRAWING ACCOMPANYING SUBMITTAL FOR INTERIM VS. ULTIMATE IMPROVEMENTS BY OTHERS.



C MINOR RESIDENTIAL (WITH ON-STREET PARKING)
44' PUBLIC STREET EASEMENT
SCALE: 1"=15'



B PRIMARY RESIDENTIAL (WITH ON-STREET PARKING)
50' PUBLIC STREET EASEMENT
SCALE: 1"=15'

NORTH
0 120
60 240

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3741 Douglas Blvd, Suite 150
Roseville, CA 95816
Tel 916.341.7760
Fax 916.341.7767

SHEET 1 OF 4

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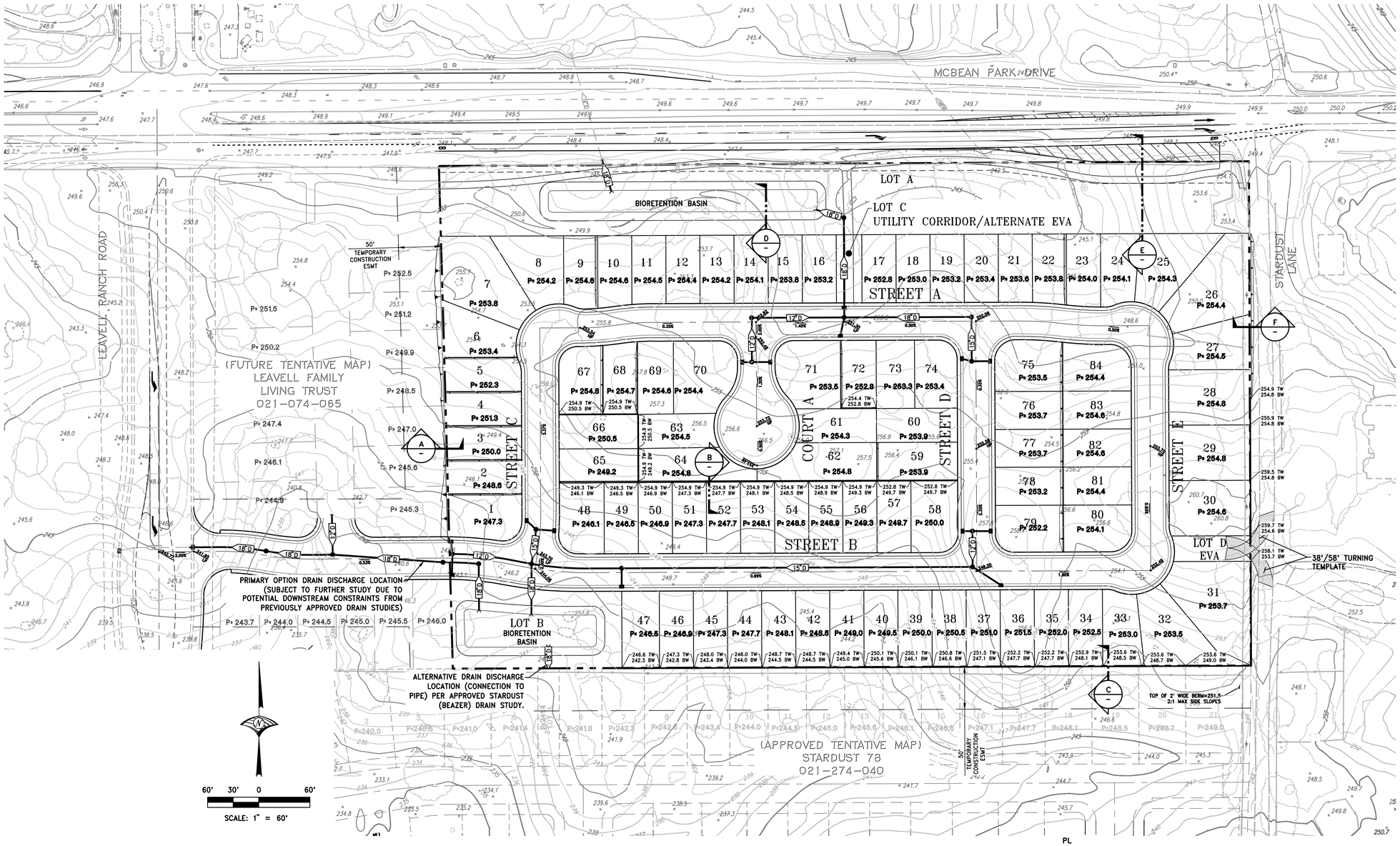
PRELIMINARY GRADING AND DRAINAGE EXHIBIT

STARDUST 12

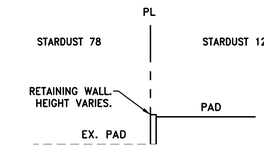
CITY OF LINCOLN, CALIFORNIA

FEBRUARY 20, 2026

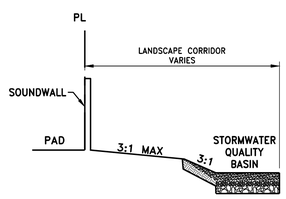


LEGEND

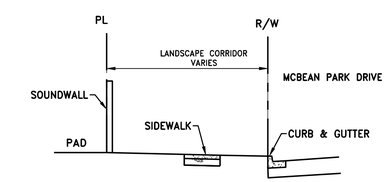
PROPOSED		EXISTING
P=100.0	PAD GRADE	P=100.0
102.0 HP	STREET GRADE	102.0 HP
24" D	STORM DRAIN PIPE & SIZE	24" D
	STORM DRAIN MANHOLE WITH DRAIN INLETS	
	RETAINING WALL	
TOP TOE	SLOPE BANK	TOP TOE
100	CONTOUR	100
	PROJECT BOUNDARY	
243.1 TW 237.0 BW	TW=TOP OF WALL ELEVATION BW=FINISH GRADE ELEVATION AT BOTTOM FACE OF WALL	243.1 TW 237.0 BW
	SPOT GRADE	215.6



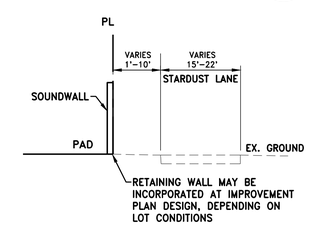
GRADING SECTION C SCALE: NTS



GRADING SECTION D SCALE: NTS



GRADING SECTION E SCALE: NTS



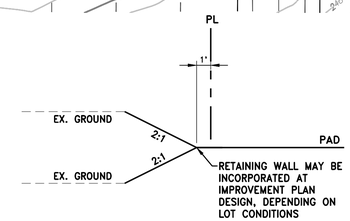
GRADING SECTION F SCALE: NTS

NOTES

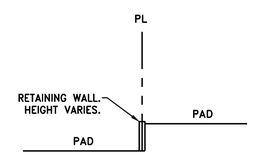
1. UTILITY PIPE SIZING, INVERTS AND LOCATIONS PROPOSED ON THIS MAP ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN REVIEW AND APPROVAL BY THE CITY OF LINCOLN.
2. THE LOCATIONS, SIZES AND/OR DEPTHS OF ALL EXISTING UTILITIES SHOWN ARE APPROXIMATE.
3. PROPOSED GRADES, SLOPES AND RETAINING WALLS ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN REVIEW AND APPROVAL BY THE CITY OF LINCOLN.
4. IN ACCORDANCE WITH THE VILLAGE 1 SPECIFIC PLAN, TREES TO BE REMOVED WITHIN THE PROPOSED DEVELOPMENT WILL BE MITIGATED FOR PER PCCP.
5. STORM DRAIN LATERAL FLOW LINE ELEVATIONS WILL BE DETERMINED DURING FINAL DESIGN.
6. THE MCBEAN PARK DRIVE GEOMETRY SHOWN IS BASED UPON THE ULTIMATE ROAD CONDITION. REFER TO GEOMETRIC APPROVAL DRAWINGS ACCOMPANYING SUBMITTAL FOR THE INTERIM CONDITION IMPROVEMENTS ANTICIPATED TO BE CONSTRUCTED PER THIS PROJECT.

GRADING QUANTITY ESTIMATES

AMOUNT OF CUT (BANK):	35,000 CY
AMOUNT OF FILL (BANK):	25,400 CY
NET:	9,600 CY [EXPORT]



GRADING SECTION A SCALE: NTS



GRADING SECTION B SCALE: NTS

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3741 Douglas Blvd, Ste 150
Roseville, CA 95661
Tel 916.341.7760
Fax 916.341.7767

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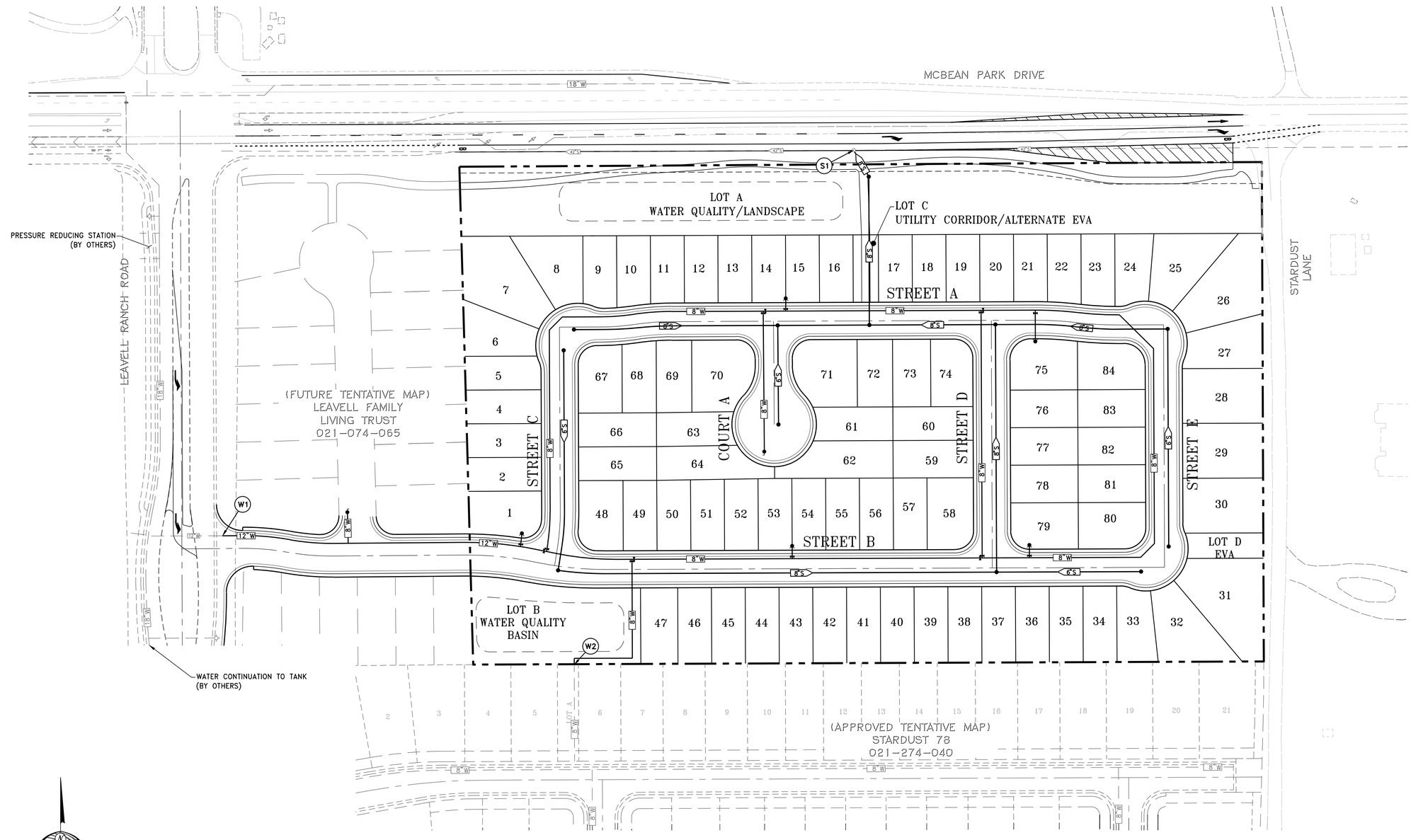
PRELIMINARY SEWER AND WATER EXHIBIT

STARDUST 12

CITY OF LINCOLN, CALIFORNIA

FEBRUARY 20, 2026



KEY NOTES

- S1 CONNECT TO EXISTING SEWER MANHOLE WITH DROP CONNECTION.
- W1 CONNECTION TO EXISTING WATER IN LEAVELL RANCH ROAD (HIGH PRESSURE ZONE).
- W2 CONNECTION TO WATER AS PROPOSED WITH STARDUST 78. IF STARDUST 78 HAS NOT BEEN CONSTRUCTED, ADDITIONAL WATER IMPROVEMENTS MAY BE REQUIRED AS INCLUDED IN THE STARDUST 78 ENTITLEMENTS (HIGH PRESSURE ZONE).

LEGEND

PROPOSED		EXISTING
8"W	WATER PIPE	8"W
	FIRE HYDRANT	
	VALVES	
	BLOW OFF ASSEMBLY	
8"S	GRAVITY SEWER PIPE	8"S
8"FM	FORCE MAIN SEWER PIPE	8"FM
	MANHOLE PROJECT	
	BOUNDARY	

NOTES

1. UTILITY PIPE SIZING, INVERTS AND LOCATIONS PROPOSED ON THIS MAP ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN REVIEW AND APPROVAL BY THE CITY OF LINCOLN.
2. THE LOCATIONS, SIZES AND/OR DEPTHS OF ALL EXISTING UTILITIES SHOWN ARE APPROXIMATE.

60' 30' 0 60'

SCALE: 1" = 60'

WOOD RODGERS
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3741 Douglas Blvd, Ste 150
Roseville, CA 95661
Tel 916.341.7760
Fax 916.341.7767

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EXHIBIT B

GEOMETRIC APPROVAL DRAWING INTERIM LANE CONFIGURATION FOR: MCBEAN PARK DRIVE AND LEAVELL RANCH ROAD

STARDUST 12

TAYLOR BUILDERS

CITY OF LINCOLN CALIFORNIA

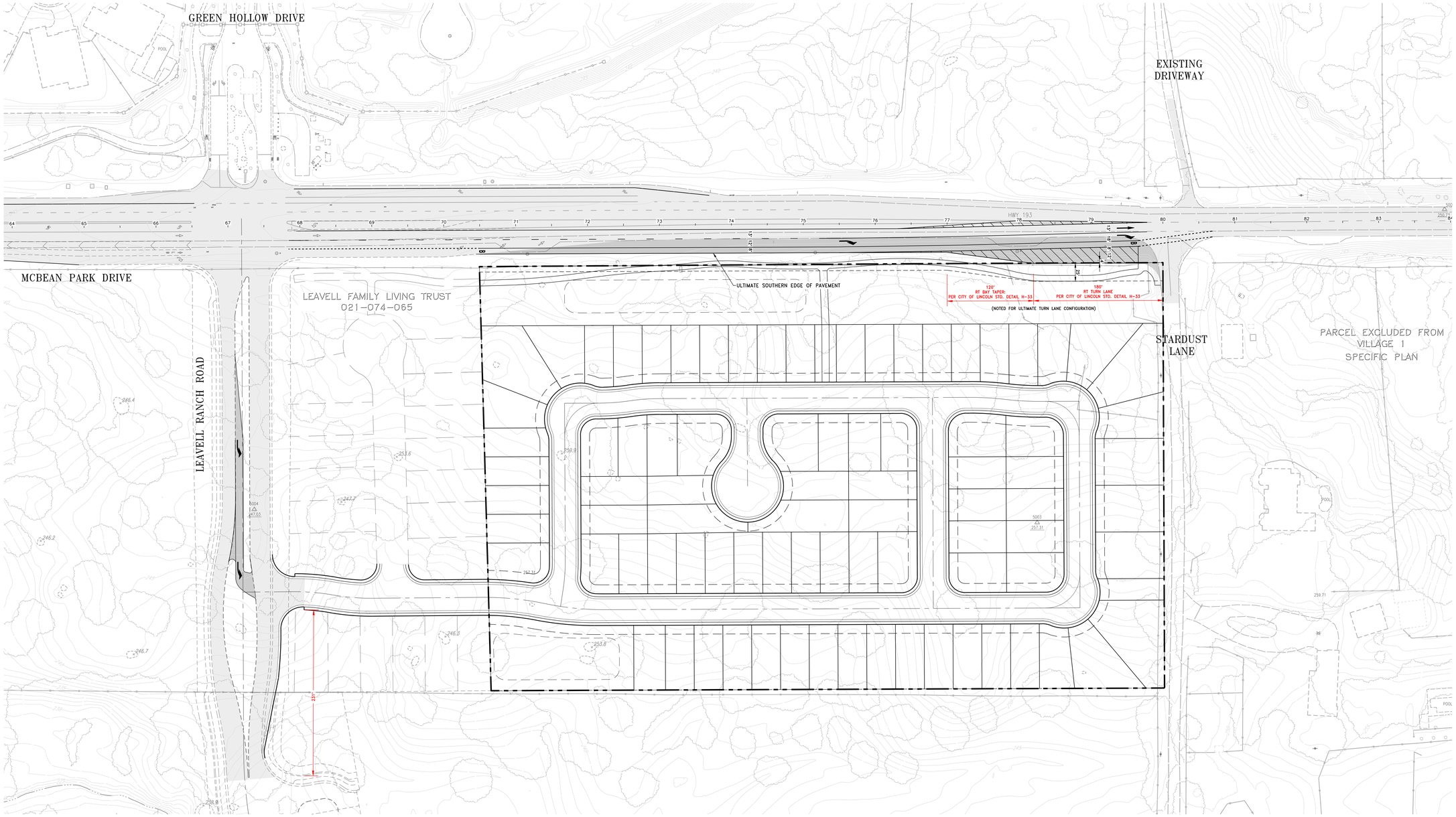
FEBRUARY 2026

LEGEND

- AREA OF EXISTING PAVEMENT
- AREA OF PROPOSED IMPROVEMENTS
- EXISTING IMPROVEMENTS BY OTHERS

50' 25' 0 50'

SCALE: 1" = 50'



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

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STAFF REPORT

Item Number 14.B

SUBJECT: West Lincoln Square Commercial Project (Thomas Cruickshank)

SUBMITTED BY: Tom Cruickshank

DEPARTMENT: Community Development

DATE: April 28, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, consider the information contained in the staff report, testimony of the public, recommendations by the Planning Commission on specific components of the project, and take the following actions:

1. Determine the Addendum to the certified Environmental Impact Report (EIR) for (State Clearinghouse No 2015032102) the Special Use District B Northeast Quadrant (SUD B NEQ) Specific Plan as the appropriate level of documentation to satisfy the requirements of the California Environmental Quality Act (CEQA) based on a determination that no new or substantially more severe impacts would result from the project, and the prior analysis contained in the original certified SUD-B NEQ EIR adequately addresses environmental impacts and subject to the applicable mitigation measures of the adopted SUD-B NEQ Specific Plan Mitigation Monitoring Reporting Program (Attachment 1 and Exhibits).
2. Waive first reading and introduce by title only an Ordinance to approve a Zone Text Amendment to the adopted SUD-B NEQ General Development Plan (City Council Resolution No. 2019-099) amending the zoning category for “Automobile service stations, Smog Centers, not including major repair or overhaul” from Prohibited Use to Allowed with approval of a Conditional Use Permit (Attachment 2 and Exhibits).
3. Adopt a Resolution accepting the recommendation from the Planning Commission to approve the amendment to the commercial portion of the original approved A&P Lincoln, LLC (Peery-Arrillaga) Property Large Lot Tentative Parcel Map (City Council Resolution No. 2019-104) in connection with the proposed West Lincoln Square Commercial Tentative Parcel Map. The tentative (commercial) parcel map would subdivide the 40-acre parcel into a total of 22 commercial and ancillary parcels (Attachment 3 and Exhibits).

BACKGROUND/INTRODUCTION:

The 40-acre project site (Assessor’s Parcel Number 021-262-044) is zoned Commercial and designated as Community Commercial and identified as Parcel 2 in the SUD B NEQ Specific Plan area, which was approved by the City Council on May 14, 2019. The adoption of the

specific plan included a certification of an Environmental Impact Report (EIR) (State Clearinghouse #2015032102) certifying the environmental analysis and conclusion of the specific plan's conformance with the California Environmental Quality Act (CEQA) and approval of the General Development Plan (GDP) as the "zoning regulation" for the specific plan. The specific plan contains a mix of uses including residential, commercial, and park/open space. Since its conception and approval, development has occurred as prescribed in the specific plan, and under the zoning regulations of the SUD-B NEQ General Development Plan.

The project site is situated at the northeast corner of State Route (SR) 65 and Nelson Lane. It is bordered by both vacant and developing commercial and residential lands to the northwest, northeast and east; and vacant parcels to the south that are currently within the City border (Attachment 4). The project site has a relatively gentle slope topography with ruderal vegetation and is bordered by existing public roads, including Nelson Lane to the west and SR 65 to the south. Oakbrook Drive, located north of the site, would serve as a future collector and provide access to the project site. The project site is disturbed and routinely disked (i.e., disturbed) for vegetation management and production of hay. Currently, the project site is subject to the existing approved A&P Lincoln, LLC (Peery-Arrillaga) Property Large Lot Tentative Parcel Map that divides the site into seven commercial parcels, two landscape parcels, and one open space parcel (Attachment 3 and Exhibits). The SUD B NEQ Specific Plan currently entitles the project site for approximately 475,500 square feet of commercial development.

The project proposes a new commercial center, West Lincoln Square, with a development potential of approximately up to 245,632 square feet. The project would be anchored by an approximate 181,300 square foot major retailer and would include a mix of commercial uses with building sizes ranging from 1,600 to 10,000 square feet and a total lot coverage of 15 percent. Project features would include a major retail store and on-site fuel station, a bank with drive-thru, an oil-change center, a tire center, a second fuel station, six quick-serve restaurants (i.e., drive-thru), multi-tenant shops, a stand-alone restaurant, a carwash, and an electric vehicle charging area. The major retailer would be positioned in the southeastern portion of the site (north of SR 65), with bank, automotive, retail, and dining uses located along Nelson Lane and Oakbrook Drive (Attachment 5).

The required project entitlements include a Zone Text Amendment to the SUD B NEQ General Development Plan, an amendment to the commercial portion of an approved Tentative Parcel Map, Specific Development Plan/Development Permit, and Conditional Use Permits. Specifically, the Zone Text Amendment proposes to amend the SUD B General Development Plan to allow Automotive Service Stations with approval of a Conditional Use Permit. The amended West Lincoln Square Commercial Tentative Parcel Map proposes to divide the property into fifteen commercial parcels, seven landscape, infrastructure and drainage parcels (Attachment 3 and Exhibits).

Planning Commission Action

The City of Lincoln Planning Commission (PC) conducted a public hearing on the proposed project on Wednesday March 18, 2026[1]. No public comments were received on the project during the hearing. Two written comments were received in advance of the PC hearing. The resident that provided the two written comments noted concerns related to noise, traffic, odor, light pollution, and crime; size of the commercial site and types of proposed uses; the future roundabout planned for Oakbrook Drive. Responses to the resident's comments were provided as an attachment to the PC Staff Report and summarized within the staff report[2].

The PC expressed support of the project acknowledging the city's need for commercial centers in the proposed project area.

The PC recommended approval of the overall project by a 7-0 vote. However, only the General Development Plan Amendment and the Tentative Parcel Map are under the authority of the City Council. The PC recommended approval of the amendment to the commercial portion of the original approved A&P Lincoln, LLC (Peery-Arrillaga) Property Large Lot Tentative Parcel Map as well as the Zone Text Amendment to the adopted SUD-B NEQ General Development Plan.

PROJECT DESCRIPTION

As outlined, only the GDP amendment and commercial Tentative Parcel Map portions of the West Lincoln Square Commercial Development falls within the authority of the City Council. The Zone Text Amendment to the SUD B General Development Plan involves amending the zoning category for "Automobile service stations, Smog centers, not including major repair or overhaul" from Prohibited Use to Allowed with approval of a Conditional Use Permit. The proposed project includes an oil change facility on Pad 4, located at the northeast corner of the West Lincoln Square site. Under the SUD B General Development Plan, this type of facility is categorized as an Automobile Service Station. With approval of the recommended Zone Text Amendment, the proposed use would be permitted, contingent upon issuance of a Conditional Use Permit. The proposed oil change facility is comparable to similar automotive service uses permitted as conditional uses under municipal code Section 18.22.030 (Conditional Uses) for commercial zoning districts, including the Firestone Autocare at the Sterling Pointe Shopping Center, as well as George's Friendly Auto Services and Lincoln Automotive located in Downtown Lincoln.

The amendment to the commercial portion of the approved A&P Lincoln, LLC (Peery-Arrillaga) Property Large Lot Tentative Parcel Map would amend the original commercial subdivision consisting of seven commercial parcels, two landscape parcels, and one open space parcel to 15 commercial parcels, seven landscape, infrastructure and drainage parcels (Attachment 3 and Exhibits). The right-of-way dedication for Oakbrook Drive, select conditions of approval, and other features of the approved A&P Lincoln, LLC (Peery-Arrillaga) Property Large Lot Tentative Parcel Map would remain in effect. As further described below, the project proposes to include reciprocal ingress, egress, parking and public utility easements across the various parcels.

FINDINGS/ANALYSIS:

As integral components of the West Lincoln Square Commercial Development, the GDP Amendment and Commercial Tentative Parcel Map have been reviewed and verified for consistency with the applicable policies and standards of the City of Lincoln General Plan, SUD-B NEQ Specific Plan and General Development Plan, and LMC Title 17 (Subdivisions). Justification for consistency with the findings are provided below.

General Plan

The West Lincoln Square Commercial Center implements and is consistent with numerous policies of the City of Lincoln General Plan[1]. This is primarily achieved through project compliance with the adopted SUD B NEQ Specific Plan and General Development Plan. Below are the applicable policies with supporting rationale for consistency.

Economic Development Element Policy ED-2.1 – Utilize Specific Plans

The City shall utilize the specific planning process for future growth areas, which will allow the City to plan for long-term infrastructure needs and create large tracts of land that are attractive to developers.

Rationale: Consistent. The project is within a commercial designated area of the SUD-B NEQ Specific Plan and conforms with the standards of the General Development Plan, implementing the economic policies of the specific plan.

Economic Development Element Policy ED-2.3 – Business Expansion and Attraction
The City shall facilitate zoning and permit activities related to the expansion of existing businesses and the location of new businesses.

Rationale: Consistent. The project is consistent with the zoning for the site and would obtain the appropriate permits required for development of the site as a new commercial center and businesses.

Economic Development Element Policy ED-4.3 – Attract New Businesses
The City shall encourage new businesses to locate in the following areas: downtown Lincoln; along the future Highway 65 Bypass; at the Lincoln Regional Airport; and in the business park surrounding the airport.

Rationale: Consistent. The project would introduce new commercial businesses located directly north of the SR 65 and south of the Lincoln Regional Airport.

Economic Development Element Policy ED-4.5 – Retail Market
The City shall identify a range of retail development sites and opportunities in order to promote a stronger local and regional retail market which meets the needs of the growing Lincoln population and complements the Lincoln downtown.

Rationale: Consistent. The project is retail in nature and provide a regional shopping center for local residents and visiting patrons as it will provide easy access off of SR 65.

Economic Development Element Policy ED-4.6 – Regional Commercial
The City will reserve appropriately zoned property along the State Highway 65 Bypass for future regional commercial land uses such as a regional shopping center, auto mall, or other vehicle sales and services.

Rationale: Consistent. The project site is zoned for commercial uses and would introduce a new commercial shopping center north of SR 65.

Land Use Element Policy LU-1.12 – Quality Design
Through the design review process, apply design standards that promote the use of high quality building materials, architectural and site designs, landscaping signage and amenities. The City will continue to develop and apply design standards that result in efficient site and building designs, pedestrian friendly projects that stimulate the use of alternative modes of transportation, and a functional relationship between adjacent developments.

Rationale: Consistent. The project has been appropriately designed consistent with the commercial architectural design theme guidelines and standards of the SUD-B NEQ Specific Plan and General Development Plan. The proposed designs will incorporate a variety of

modern decorative elements, accent colors, and architectural features to establish a cohesive and marketable thematic identity for the retail center.

Land Use Element Policy LU-3.3 - Parking & Transportation and Circulation Element Policy T-3.2 - Adequate Off-Street Parking
LU-3.3: The City shall ensure that adequate parking and access are included in approved commercial development plans. T-3.2: The City shall require the provision of adequate off-street parking in conjunction with new development. Parking shall be located convenient to new development and shall be easily accessible from the street system.

Rationale: Consistent. The project has been designed with the appropriate amount and type of parking stalls consistent with the standards of the General Development Plan and LMC Title 18 Section 18.44.090 - Shopping Centers. As discussed above, the project would be consistent with the number of required parking stalls.

Transportation and Circulation Element Policy T-2.2 – New Development and Policy T-2.3 – Level of Service for Local Streets and Intersections and Policy T-2.4 – Level of Service for State Highways
T-2.2: The City shall ensure that streets and highways will be available to serve new development by requiring detailed traffic studies and necessary improvements as a part of all major development proposals.
T-2.3: Strive to maintain a LOS C at all signalized intersections in the City during the p.m. peak hours. Exceptions to this standard may be considered for intersections where the city determines that the required road improvements are not acceptable (i.e., due to factors such as the cost of improvements exceeding benefits achieved, results are contrary to achieving a pedestrian design, or other factors) or that based upon overriding considerations regarding project benefits, an alternative LOS may be accepted. For purposes of this policy, City intersections along McBean Park Drive between East Avenue and G Street, and G Street between First Street and Seventh Street, are excluded from the LOS C standard, and will operate at a lower LOS.
T-2.4: The City shall coordinate with Caltrans in order to strive to maintain a minimum LOS "D" for SR 65 and SR 193.

Rationale: Consistent. The applicant retained the professional transportation planning services of DKS Associates that identified design options for project access points and lighted intersection access to Oakbrook Drive that would meet the LOS standard in this policy.

Transportation and Circulation Element Policy T-5.9 – Pedestrian Access
The City shall encourage specific plans and development plans to include design of pedestrian access that enables residents to walk from their homes to places of work, recreation and shopping.

Rationale: Consistent. The project would incorporate pathways and internal walkways to enable nearby residential and internal pedestrian access at the site.

Public Facilities & Services Element PFS-1.3 – Conditions of Approval
During the development review process, the City shall not approve new development unless the following conditions are met:

- *The applicant can demonstrate that all necessary infrastructure will be installed or adequately financed;*

- *Infrastructure improvements are consistent with City infrastructure plans; and*
- *Infrastructure improvements incorporate a range of feasible measures that can be implemented to reduce public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement.*

Rationale: Consistent. The project would include installation of new required infrastructure and interconnect with existing infrastructure in the project area consistent with City regulations.

Public Facilities & Services Element PFS-2.3 – Adequate Water Supply for New Development
The City shall require the availability of an adequate water supply to be demonstrated before approving new development.

Rationale: Consistent. The project is designed and conditioned to connect to existing water facility connections adjacent to the site.

Public Facilities & Services Element Policy PFS-3.10 – Sewer Lines for New Development
The City shall require new development to be responsible for construction of all sanitary sewer lines serving such development. Provision will be made allowing reimbursement from Third Parties, or credits against City wastewater fees (as approved by the Director of Public Works) should such lines result in an "over-sizing" for a particular development.

Rationale: Consistent. The project is designed and conditioned to connect to existing sewer facility connections adjacent to the site.

Public Facilities & Services Element Policy PFS-4.1 – Adequate Storm Drainage Facilities, Policy PFS-4.2 – Development Requirements, and Policy PFS-4.7 – Stormwater Runoff
PFS-4.1: The City shall provide storm drainage facilities with sufficient capacity to protect the public and private property from storm water damage. The facilities will also be implemented in a manner that reduces all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required drainage improvements (i.e., drainage basins, etc.).
PFS-4.2: The City shall encourage project designs that minimize drainage concentrations and impervious coverage and avoid floodplain areas and, where feasible, be designed to provide a natural water course appearance.
Policy-4.7: The City shall require new development to provide stormwater-retention sufficient for the incremental runoff from an eight-day 100 year storm.

Rationale: Consistent. The project would be designed to connect to existing storm water infrastructure and would include on-site drainage basins for stormwater flows.

Public Facilities & Services Element Policy PFS-5.1 – Solid Waste Collection and Policy PSF-5.2 – Waste Reduction
PSF 5.1: The City shall require solid waste collection services for existing and new developments to ensure the maintenance of health standards.
PSF 5.2: The City shall promote maximum use of solid waste reduction, recycling, and composting of wastes for a reduction in residential, commercial, and industrial waste disposal.

Rationale: Consistent. The project would include onsite solid waste and recycling disposal and collection.

Lincoln Municipal Code Title 17 (Subdivision)
This application is being heard pursuant to Title 17 (Subdivisions) of the LMC regulating Subdivisions and the SUD B NEQ General Development Plan (GDP). The tentative parcel map will subdivide the project site parcel of approximately 40 acres into 22 commercial and ancillary parcels of various sizes ranging from approximately 0.24-acre to 16.33-acres. As proposed, the tentative parcel map complies with LMC Section 17.20 – Parcel Maps and the SUD B NEQ GDP. The proposed parcels anticipate inclusion of existing improvements with access off of Nelson Lane and the future Oakbrook Drive. Connection to existing public utilities (e.g., water, sewer, etc.) would occur off of Nelson Lane, west of the project. Conditions of approval will include provisions for the property owner to provide necessary access, parking, and maintenance agreements in addition to design details of project loading docks, plazas, screenings, and basin appearances to the satisfaction of the City. The Planning Commission recommends City Council take action to adopt a resolution approving the West Lincoln Square Commercial Center Tentative Parcel Map. Standard and project-specific map conditions have been recommended for the project requiring the above-mentioned agreements to the satisfaction of the City Attorney, City Engineer, and the Community Development Director, via the Final Map. Standard and project-specific map conditions have been recommended for the project (Attachment 3 and Exhibits).

ENVIRONMENTAL REVIEW:
The SUD-B Northeast Quadrant Specific Plan Environmental Impact Report Addendum was prepared to address the project's proposed changes to the SUD-B NEQ Specific Plan and the associated approved A&P Lincoln, LLC (Peery-Arrillaga) Property Large Lot Tentative Parcel Map that was evaluated in the SUD-B NEQ Specific Plan Final EIR (State Clearinghouse No. 2015032102).

The Addendum concluded that the West Lincoln Square Commercial Center Project would not result in new or substantially more severe environmental impacts than those analyzed in the SUD-B NEQ Specific Plan Final EIR. The preparation of a subsequent EIR to the SUD-B NEQ Final EIR is not required pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declaration). No further environmental review is necessary.

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.

CONCLUSION:
Supported by the analysis provided above, the West Lincoln Square Commercial Tentative Parcel Map has been found to be consistent with applicable General Plan, SUD-B NEQ Specific Plan and GDP, and LMC standards. Staff has determined that the proposed request is appropriate for the project site and surrounding area, based upon these findings, thus recommending approval of the proposed project subject to the Conditions of Approval. The West Lincoln Square Commercial Center Project was entitled by the Planning Commission

during the March 18, 2026 Public Hearing; however, the outstanding entitlements include the amendment to the commercial portion of the original approved A&P Lincoln, LLC (Peery-Arrillaga) Property Large Lot Tentative Parcel Map and an ordinance to approve a Zone Text Amendment to the adopted SUD-B NEQ General Development Plan. The City Council has review authority for all Tentative Parcel Map applications.

ALTERNATIVES:
The City Council, upon deliberation and testimony from the public, can approve the project as presented, or deny the project.

FISCAL IMPACT:
There is no anticipated fiscal impact. All costs associated with the application are assumed by the project applicant and recovered 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:
Attach 1 - CEQA Reso.doc

Attach_1_Exhibit A.pdf

Attach_2_-_GDP_Ordinance.doc

Attach_2_Exhibit A.pdf

Attach 3 - TPM Reso.doc

Attach_3_Exhibit A B and C.pdf

Attachment 4 - Site Location.pdf

Attachment 5 - Site Plan.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN DETERMINING THE ADDENDUM TO THE SPECIAL USE DISTRICT B NORTHEAST QUADRANT SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SUD-B NEQ) (EIR) (STATE CLEARINGHOUSE #2015032102) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AS THE APPROPRIATE DOCUMENTATION TO SATISFY THE REQUIREMENTS OF CEQA BASED ON A DETERMINATION THAT NO NEW OR SUBSTANTIALLY MORE SEVERE IMPACTS WOULD RESULT FROM THE WEST LINCOLN SQUARE COMMERCIAL CENTER, AND THE PRIOR ANALYSIS CONTAINED IN THE ORIGINAL CERTIFIED SUD-B NEQ EIR ADEQUATELY ADDRESSES ENVIRONMENTAL IMPACTS AND SUBJECT TO THE APPLICABLE MITIGATION MEASURES OF THE ADOPTED SUD-B NEQ SPECIFIC PLAN MITIGATION MONITORING REPORTING PROGRAM. APN: 021-262-044-000 (PLN25-00026) APPLICANT/OWNER: LINCOLN 100, LLC

WHEREAS, the City of Lincoln received an application for the West Lincoln Square Commercial Center Project, which includes: (1) an amendment to a portion of the original approved A&P Lincoln, LLC (Peery-Arrillaga) Property Large Lot Tentative Parcel Map (City Council Resolution No. 2019-104) for the subdivision (West Lincoln Square Commercial Tentative Parcel Map) of the 40-acre parcel into a total of 22 commercial and ancillary parcels; (2) a Zone Text Amendment to the adopted Special Use District-B Northeast Quadrant (SUD-B NEQ) General Development Plan (GDP) (City Council Resolution No. 2019-099) amending the zoning category for “Automobile service stations, Smog Centers, not including major repair or overhaul” from Prohibited use to Conditional Use; (3) a Specific Development Plan/Development Permit (Design Review) for the proposed Project in conformance with the design and development standards of the SUD-B NEQ Specific Plan and General Development Plan; (4) Conditional Use Permits for alcohol sales and/or consumption, automobile drive-throughs for Quick Serve Restaurants, convenience store car washes, an, a fuel station with extended hours, and automobile service station (oil change facility); and

WHEREAS, the Project proposes the construction and operation of a new commercial center on 40 acres of land with a total commercial development potential of approximately 245,632 square feet across 15 individual buildings of various sizes on separate parcels, and associated onsite improvements; and

WHEREAS, the SUD-B NEQ Specific Plan was approved by the City Council on May 14, 2019 that included certification of the SUD-B NEQ Final EIR (State Clearinghouse No. 2015032102) the environmental analysis and determination for the implementation of the specific plan; and

WHEREAS, on May 14, 20219 City Council approved A&P Lincoln, LLC (Perry-Arrillaga) Property Large Lot Tentative Subdivision Map (City Council Resolution No. 2019-104); and

WHEREAS, the City Council of the City of Lincoln find that while the proposed Project would modify a portion of the previous approvals associated with the SUD-B NEQ Specific Plan and the associated A&P Lincoln, LLC (Perry-Arrillaga) Property Large Lot Tentative Parcel Map, preparation of a subsequent EIR to the SUD-B NEQ Final EIR is not required pursuant to State

CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declaration) based on substantial evidence presented in the SUD-B Northeast Quadrant Specific Plan Environmental Impact Report Addendum consistent with State CEQA Guidelines Section 5164 (Addendum to an EIR or Negative Declaration) (Exhibit A). The proposed Project is subject to the applicable mitigation measures of the adopted Mitigation Monitoring Reporting Program; and

WHEREAS, the City of Lincoln duly noticed and conducted a public hearing before the Planning Commission on March 18, 2026, to consider the proposed Project and the associated CEQA review, after which the Commission recommended approval to the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln, hereby makes the following determination:

The SUD-B Northeast Quadrant Specific Plan Environmental Impact Report Addendum (Exhibit A) provides substantial evidence that the West Lincoln Square Commercial Center Project would not result in not result in new or substantially more severe environmental impacts than those analyzed in the SUD-B NEQ Final EIR and require the preparation of a subsequent EIR to the SUD-B NEQ Final EIR is not required pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declaration). No further environmental review is necessary.

In summary, the analysis conducted to determine if further environmental review would be necessary has resulted in the determination that the proposed Project does not result in any environmental impacts beyond those that were previously identified and no further environmental review is necessary.

PASSED AND ADOPTED this 28th day of April, 2026 by the following roll call vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT A

Addendum to the SUD-B Northeast Quadrant Specific Plan EIR

Addendum to the

SUD-B Northeast Quadrant Specific Plan EIR

Prepared for:

City of Lincoln
600 Sixth Street
Lincoln, CA 95648

March 2026

Addendum to the SUD-B Northeast Quadrant Specific Plan EIR

Prepared for:

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March 2026

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LIST OF ABBREVIATIONS

CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
DOC	California Department of Conservation
EIR	Environmental Impact Report
EV	electric vehicle
GHG	greenhouse gas
HCP	habitat conservation plan
LID	low-impact development
LMC	Lincoln Municipal Code
LOS	level of service
MMRP	Mitigation Monitoring and Reporting Program
NAHC	Native American Heritage Commission
OPR	California Office of Planning and Research
PCAPCD	Placer County Air Pollution Control District
PCCP	Placer County Conservation Program
PFG	Potential Future Growth
PRC	Public Resources Code
proposed project	West Lincoln Square Project
QSR	Quick Service Restaurants
SB	Senate Bill
SEIR	subsequent EIR
sf	square foot
Specific Plan EIR	EIR for the SUD B NEQ Specific Plan
SUD-B NEQ	Special Use District B Northeast Quadrant
VMT	vehicle miles traveled

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1 INTRODUCTION

1.1 BACKGROUND AND ACTION TRIGGERING THE ADDENDUM

The City of Lincoln previously prepared the Special Use District B Northeast Quadrant Specific Plan Environmental Impact Report (SUD-B NEQ) (EIR) (Specific Plan EIR), which programmatically evaluated the environmental impacts of implementing SUD-B NEQ Specific Plan. The SUD-B NEQ Specific Plan was approved by the City on May 14, 2019; the programmatic environmental impacts of the Specific Plan were evaluated in the SUD-B NEQ EIR, which was also certified on May 14, 2019.

In September 2025, the project applicant filed a development application for a Commercial Design Review, a Conditional Use Permit, Tentative Parcel Map, a Zone Text Amendment, and a Specific Development Plan/Development Permit (Design Review) for the proposed West Lincoln Square Project (proposed project). The proposed project is located within the southwest portion of the SUD-B NEQ Specific Plan and was considered as part of implementation of the plan in the Specific Plan EIR. Based on review of those details and in accordance with Section 15164 of the State California Environmental Quality Act (CEQA) Guidelines, the City has prepared this Addendum that documents how the project as currently proposed would not result in any new or substantially more severe environmental impacts compared to those evaluated in the Specific Plan EIR.

1.2 CEQA GUIDELINES REGARDING THE ADDENDUM TO THE EIR

If, after certification of an EIR, altered conditions, changes, or additions to a project occur, CEQA requires no additional actions unless additional discretionary approval is required. If additional discretionary approval is required, CEQA provides three mechanisms to address these changes: a subsequent EIR (SEIR), a supplement to an EIR, and an addendum to an EIR.

Public Resources Code (PRC) Section 21166 and sections 15162-15163 of the State CEQA Guidelines describe the conditions under which an SEIR would be prepared. In summary, when an EIR has been certified for a project, no SEIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:

- substantial changes are proposed in the project that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- substantial changes occur with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete was adopted, shows any of the following:
    - the project will have one or more significant effects not discussed in the previous EIR;
    - significant effects previously examined will be substantially more severe than shown in the previous EIR;
    - 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 project proponents decline to adopt the mitigation measure or alternative; or
    - mitigation measures or alternatives that 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 adopt the mitigation measure or alternative.

State CEQA Guidelines Section 15164 provides that a lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary, but none of the conditions described above for Section 15162 calling for preparation of an SEIR have occurred. In evaluating whether a SEIR is needed under 21166 and 15162, the agency considers only the incremental difference between the original project and the project as modified (See Benton v. Board of Supervisors (1991) 226 Cal. App. 3d 1467; Temecula Band of Luiseño Mission Indians v. Rancho California Water Dist. (1996) 43 Cal. App. 4th 425.)

2 PROJECT DESCRIPTION

2.1 INTRODUCTION AND BACKGROUND

This document serves as an addendum to the EIR for the SUD B NEQ Specific Plan (Specific Plan EIR) (State Clearinghouse No. 2015032102). The Specific Plan and EIR contemplated 69.8 acres of commercial, 84.3 acres of low density residential (429 units), 4.6 acres of park, 22.8 acres of open space, 4.6 acres of new roadways/right-of-way land uses. Figure 2-1 provides an overview of the entire Specific Plan planning area, with the proposed project site outlined.

Since the time that the Specific Plan EIR was adopted, the City and the project applicant have engaged in the design of the approximate 40-acre, multi-use commercial shopping center and have determined the final details of the project and associated amendments to SUD B NEQ Specific Plan approvals involving this site. This includes a Zone Text Amendment to the adopted SUD-B General Development Plan (City Council Resolution No. 2019-099) and an amendment to the commercial portion of the original approved Peery/Arrillaga Large Lot Tentative Subdivision Map Large Lot (City Council Resolution No. 2019-104) and Small-Lot Subdivision (City Council Resolution No. 2019-105). This addendum describes the project-specific details of the proposed multi-use commercial shopping center, referred to as West Lincoln Square, and compares the environmental impacts that would occur under the current proposal to those that were previously identified in the Specific Plan EIR.

2.1.1 Project Location and Surrounding Land Uses

The project site consists of an approximately 40-acre vacant lot at the southwest corner of Highway 65 and Nelson Lane (Assessor's Parcel Number 021-262-044), located within the City of Lincoln, in Placer County (see Figure 2-2 and 2-3). The site is characterized as an undeveloped, flat parcel, that is regularly disked for vegetation treatment and used for the annual production of hay. The proposed project is identified as Parcel 2 in the SUD B NEQ Specific Plan EIR. Surrounding land uses include commercial development to the northwest; residential development to the northeast and east (residential development to the east was contemplated as part of the SUD-B NEQ Specific Plan); and a few vacant parcels directly north, west, and south of the project site. The Lincoln Regional Airport is located approximately one mile northwest of the project site.

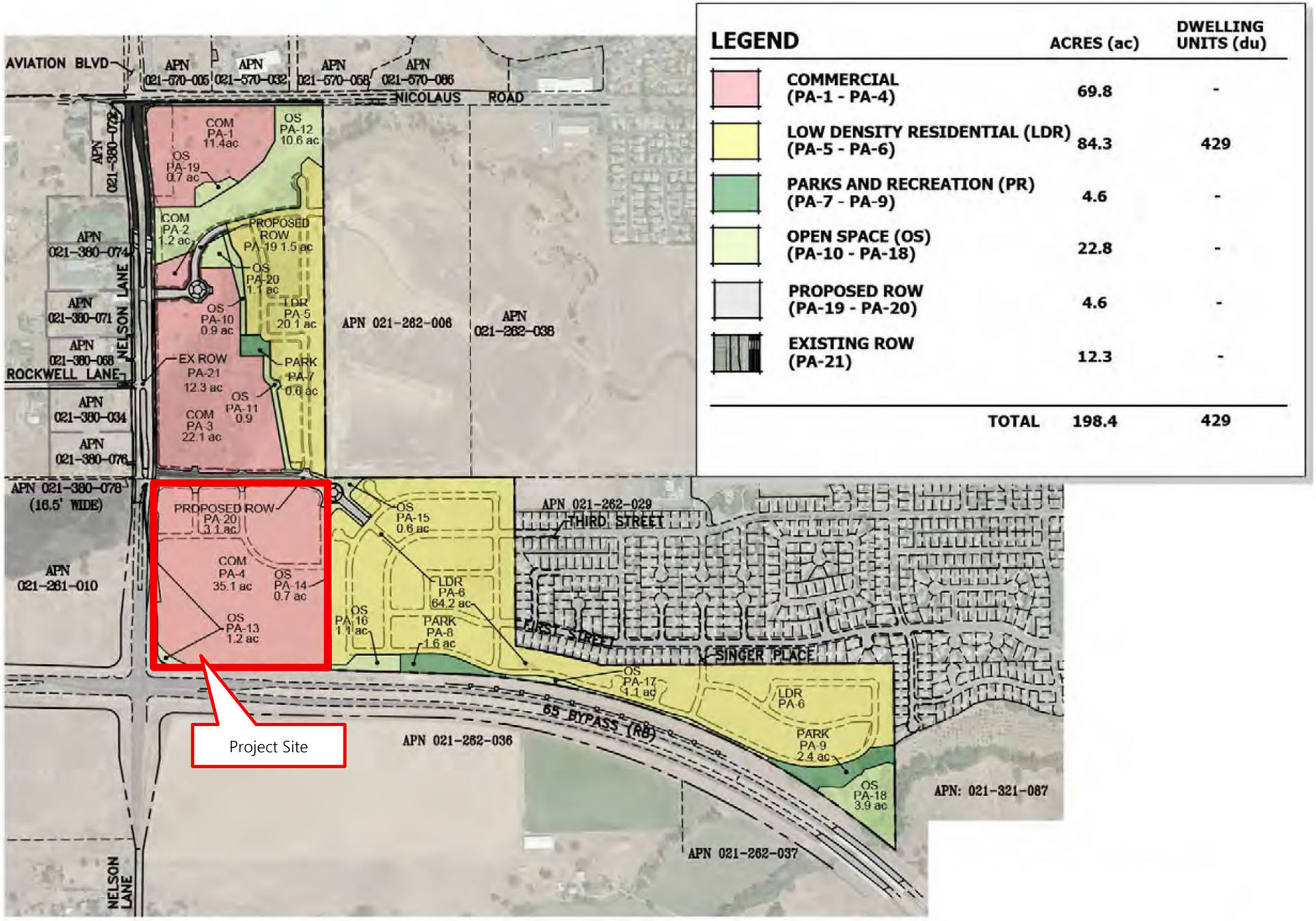
The project site is zoned Commercial and designated as Community Commercial by the City of Lincoln (City of Lincoln 2025). The site is designated as commercial in the SUD B NEQ Specific Plan and is subject to the commercial development standards of the SUD-B General Development Plan (Frayji Design Group 2019). Currently, the project site has an approved Large and Small Lot Tentative Subdivision Map that divides the site into seven commercial parcels, two landscape parcels, and one open space parcel. The SUD B NEQ Specific Plan currently entitles the project site with approximately 475,500 square feet of commercial development.

2.2 PROJECT CHARACTERISTICS

The proposed project would include development of a new commercial center on 40 acres of land with a total commercial development potential of approximately 245,632 square feet. The site would be anchored by an approximate 181,300 square foot (sf) major retailer, and would include a mix of commercial, automotive, and restaurant uses. Project features would include a major retail store and on-site fuel station, a bank, an oil-change center, a tire center, a second fuel station, six quick-serve restaurants (i.e., drive-thru), multi-tenant shops, a stand-alone restaurant, a carwash, and an electric vehicle (EV) charging area (see Figure 2-4). As shown in Figure 2-4, the major retailer would be positioned in the southwestern portion of the site (north of Highway 65), with a bank, automotive, retail, and dining uses located along Nelson Lane and Oakbrook Drive.

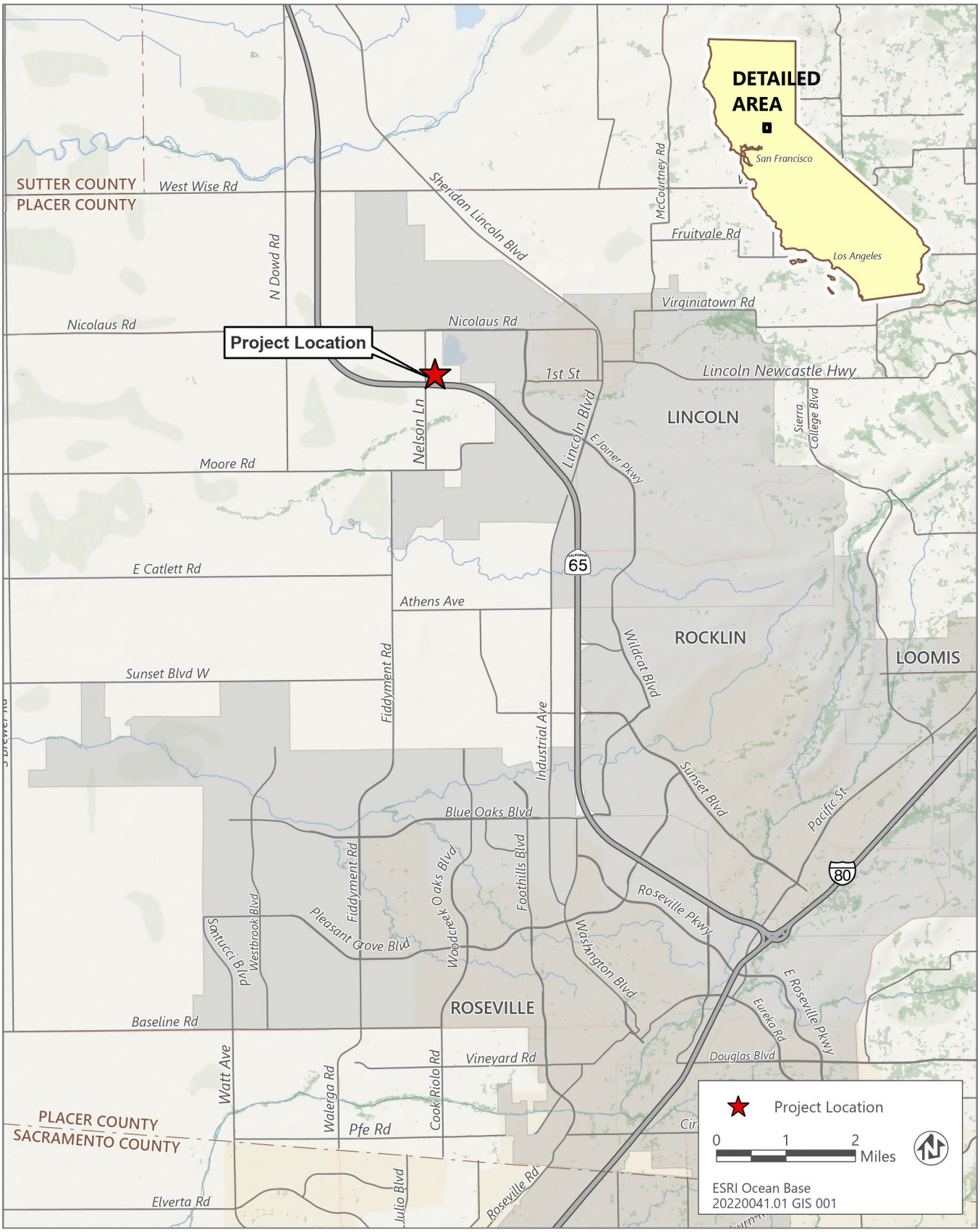
MODIFICATIONS TO PREVIOUS APPROVALS

In order to allow for the development of the proposed oil change use, the project proposes a Zone Text Amendment to the adopted SUD-B General Development Plan (Table 2.1 Permitted Uses) amending the zoning category for "Automobile service stations, Smog Centers, not including major repair or overhaul" from Prohibited use to Conditional Use. The project would also amend a portion of the original approved Peery/Arrillaga Large Lot Tentative Subdivision Map Large Lot (City Council Resolution No. 2019-104) and Small-Lot Subdivision (City Council Resolution No. 2019-105). The amended commercial tentative parcel map would subdivide the site into a total of 22 commercial and ancillary parcels (Figure 2-5).



Source: Image produced and provided by Frayji Design Group, Inc. in 2019; adapted by Ascent in 2026

Figure 2-1 Land Use Plan

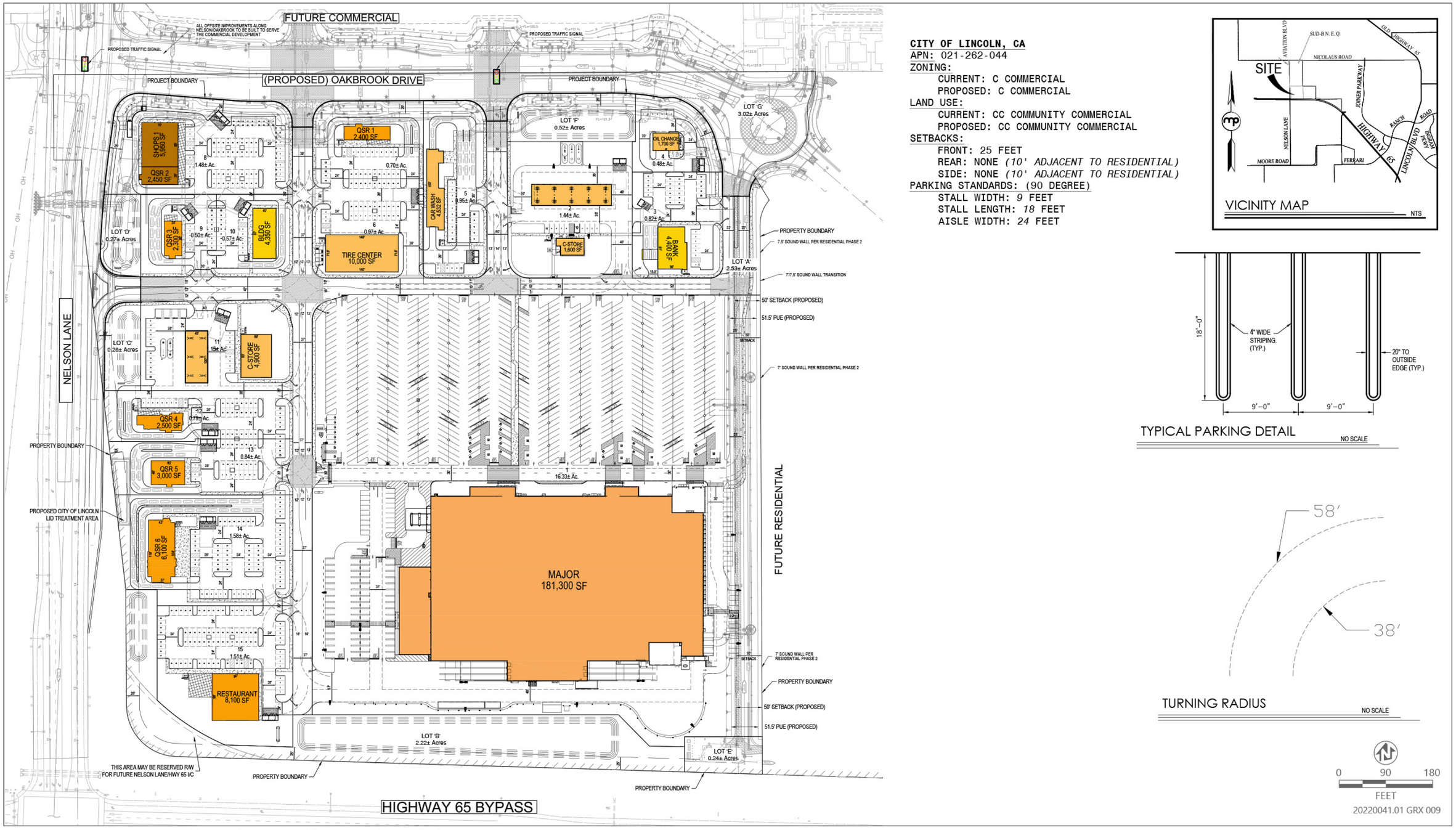


Source: Adapted by Ascent in 2025.

Figure 2-2 Project Vicinity

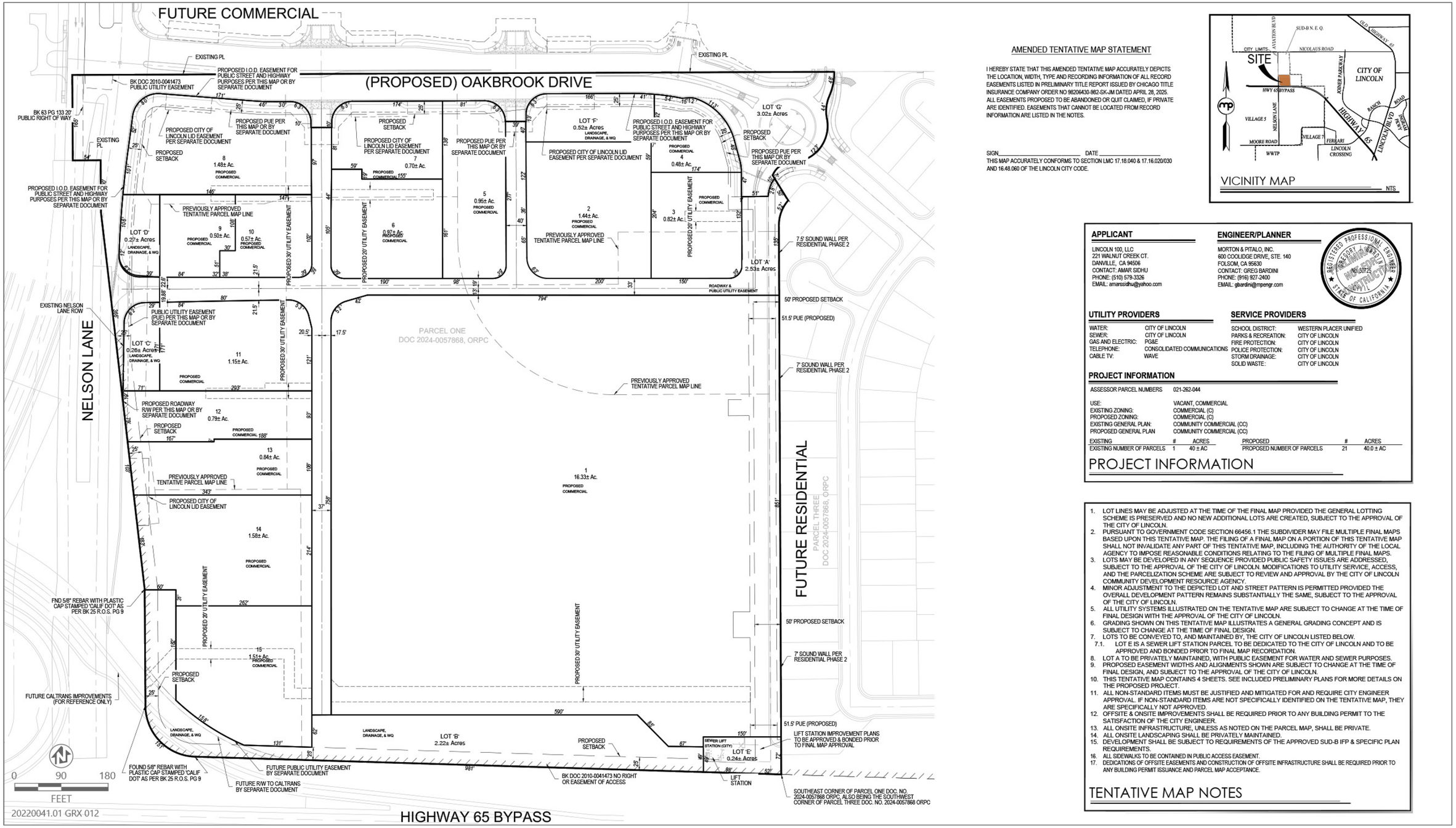
Source: Adapted by Ascent in 2025.

Figure 2-3 Project Location



Source: Image produced and provided by Morton & Pitalo, inc. in 2025; adapted by Ascent in 2025.

Figure 2-4 West Lincoln Square Conceptual Site Plan



Source: Image produced and provided by Morton & Pitalo, inc. in 2025; adapted by Ascent in 2025.

Figure 2-5 Amended Tentative Parcel Map

PROJECT DESIGN, UTILITIES, AND LANDSCAPING

Proposed onsite buildings would be designed consistent with the adopted SUD-B General Development Plan and would include single-story structures with design features such as parapets and towers. Buildings would incorporate neutral colors and natural elements (e.g. stone) (Figures 2-6 through 2-12).

Landscaping would be incorporated throughout the project site and would include tree plantings, shrubs, and groundcover. Drainage basins would be constructed along Oakbrook Drive, Nelson Lane, and along the southern border of the site, north of Highway 65. Public gathering and seating areas would also be constructed within the site for retail users. As described above, pedestrian pathways would be constructed to connect commercial uses within the site as well as neighboring residential uses to the east.

The project would connect to and be served by existing utility infrastructure (e.g., sewer, gas, water, electricity) within Nelson Lane. Internal utility infrastructure extending existing pipelines for proposed site uses would be constructed within the site.

2.2.1 Access and Circulation

The project site is currently accessible from Highway 65 and Nelson Lane. The project would include one entrance along Nelson Lane to the west and three entrances along a newly constructed roadway, Oakbrook Drive, to the north. A new roundabout is planned for construction along Oakbrook Drive (that is not part of the proposed project), northeast of the site, and would include future access to the project site. Internal roadways, sidewalks, and pedestrian pathways would be incorporated within the site; pedestrian pathways would connect to neighboring residential uses.

The project would include approximately 1,200 parking spaces, consisting of 46 ADA accessible spaces, 215 EV capable spaces, and 47 EV charging stations spaces. Consistent with the Specific Plan and City standards, bicycle parking would be provided and would include 35 bicycle parking spaces for employees and retail visitors.

2.2.2 Construction Activities

Construction of the project is anticipated to begin in Summer 2026**.** Construction staging would occur onsite and access for emergency response would be maintained at all times. Consistent with the Specific Plan EIR Mitigation Measure NOI-4, construction activities would occur Monday through Friday between 7:00 am and 7:00 pm. The proposed project would be designed in a manner consistent with the City's Design Guidelines with respect to architectural design/features, building form, and colors in order to maintain a consistent aesthetic along the City's western boundary.

2.2.3 Project Approvals

The proposed project consists of the following entitlement requests:

- A Zone Text Amendment to the adopted SUD-B General Development Plan (City Council Resolution No. 2019-099) amending the zoning category for "Automobile service stations, Smog Centers, not including major repair or overhaul" from Prohibited use to Conditional Use;
- An amendment to the commercial portion of the original approved Peery/Arrillaga Large Lot Tentative Subdivision Map Large Lot (City Council Resolution No. 2019-104) and Small-Lot Subdivision (City Council Resolution No. 2019-105). The amended commercial tentative parcel map would subdivide the 40-acre parcel into a total of 22 commercial and ancillary parcels;
- A Specific Development Plan/Development Permit (Design Review) for the proposed West Lincoln Square Commercial Development in conformance with the design and development standards of the SUD-B NEQ Specific Plan and General Development Plan;

The project includes Conditional Use Permits for the following proposed uses:

- Alcohol sales and/or consumption consistent with Lincoln Municipal Code (LMC) Section 18.22.030(21) ;
- Automobile Drive-Through consistent with LMC 18.22.030(26) for Pad 1[1] (Major Anchor), Pad 3 (Bank), Pad 5 (Car Wash), proposed Quick Service Restaurants (QSR) at Pads 7 through 9, Pad 10, and QSRs at Pads 12 through 14.
- Fuel Station service stations with extended hours consistent with SUD-B NEQ GDP for the proposed fuel stations at Pad 2 and Pad 11; and
- Automobile service stations consistent with SUD-B NEQ GDP for the proposed Oil Change Station and associated drive-through at Pad 4.

[1] Pad numbering is the same as the proposed parcel numbering identified in the West Lincoln Square Commercial Tentative Parcel Map.

VIEW FROM SOUTHEAST

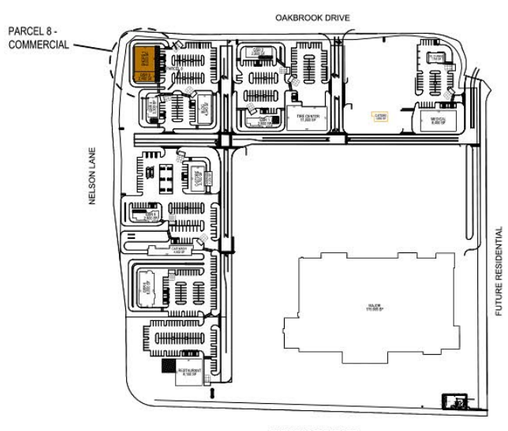
CONCEPTUAL ARCHITECTURAL INDEX

1A PARCEL 8 - PERSPECTIVES
1B PARCEL 8 - ELEVATIONS
1C PARCEL 8 - ELEVATIONS
1D PARCEL 8 - SECTIONS
1E PARCEL 8 - FLOOR PLAN
1F PARCEL 8 - ROOF PLAN

2A PARCEL 4 - PERSPECTIVES
2B PARCEL 4 - ELEVATIONS
2C PARCEL 4 - ELEVATIONS

3A PARCEL 15 - PERSPECTIVES
3B PARCEL 15 - ELEVATIONS
3C PARCEL 15 - ELEVATIONS

4A SITE AMENITIES



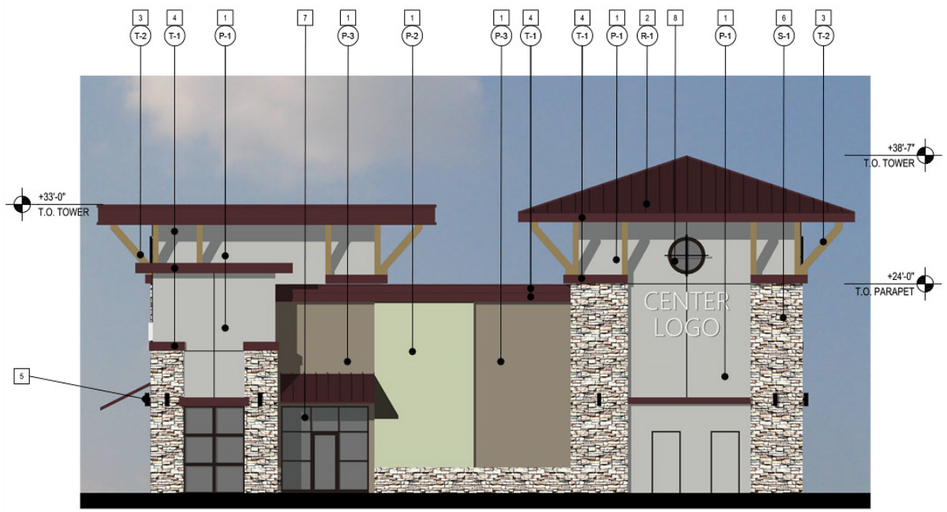
KEY PLAN

VIEW FROM NORTHEAST

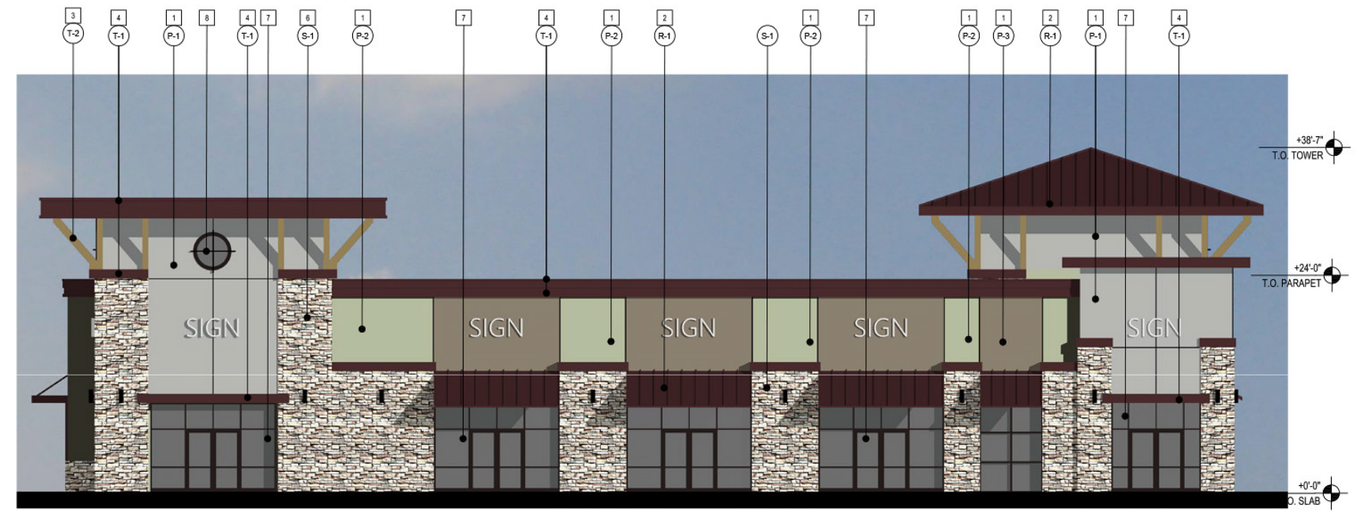
20220041.01 GRX 019

Source: Image produced and provided by VMI Architecture, inc. in 2025; adapted by Ascent in 2025.

Figure 2-6 Conceptual Architectural Perspectives



NORTH ELEVATION



EAST ELEVATION

1 CEMENT PLASTER W/ 'MEDIUM SAND' ACRYLIC FINSH

2 METAL ROOFING- WESTERN STATES METAL ROOFING "WESTERN LOCK STANDING SEAM". 24 GA STEEL WITH PVDF PAINT FINISH

3 PAINTED METAL DECORATIVE BRACKETS

4 PAINTED METAL PARAPET/ FASCIA EDGE FLASHINGS.

5 WALL SCONCES. VOLUME LIGHTING, 18" SURFACE WALL MOUNT DOWN LIGHT, BLACK ALUMINUM (15W LED). REFER TO DETAIL 2/ 4A

6 STONE VENEER. EL DORADO BLUFFSTONE 'BODEGA'

7 ALUMINUM STOREFRONT. 2" PROFILE, LOW 'E' CLEAR GLAZING, DARK BRONZE FINISH

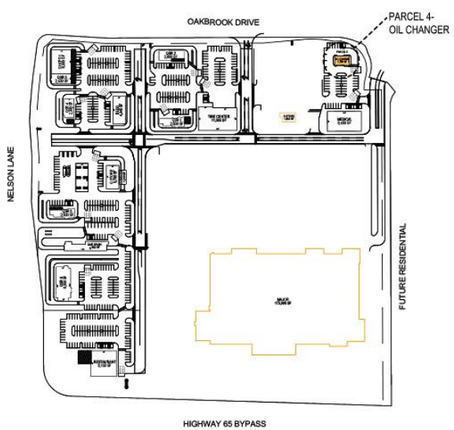
8 ALUMINUM CLEARSTORY ROUND WINDOW AND GRATE- DARK BRONZE, OPAQUE GLAZING

20220041.01 GRX 020

Source: Image produced and provided by VMI Architecture, inc. in 2025; adapted by Ascent in 2025.

Figure 2-7 Conceptual Architectural Elevations – North & East

VIEW FROM SOUTHEAST



KEY PLAN

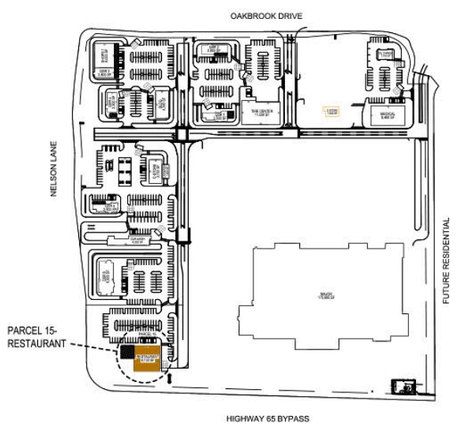
VIEW FROM NORTHEAST

20220041.01 GRX 022

Source: Image produced and provided by VMI Architecture, inc. in 2025; adapted by Ascent in 2025.

Figure 2-8 Conceptual Architectural Renderings – Southeast & Northeast

VIEW FROM NORTHEAST



KEY PLAN

VIEW FROM NORTHWEST

20220041.01 GRX 025

Source: Image produced and provided by VMI Architecture, inc. in 2025; adapted by Ascent in 2025.

Figure 2-9 Conceptual Architectural Renderings – Northeast & Northwest

NORTH ELEVATION

EAST ELEVATION

1. CEMENT PLASTER W/ 'MEDIUM SAND' ACRYLIC FINSH
2. METAL ROOFING- WESTERN STATES METAL ROOFING "WESTERN LOCK STANDING SEAM". 24 GA STEEL WITH PVDF PAINT FINISH
3. PAINTED METAL DECORATIVE BRACKETS
4. PAINTED METAL PARAPET/ FASCIA EDGE FLASHINGS.
5. WALL SCONCES. VOLUME LIGHTING, 18" SURFACE WALL MOUNT DOWN LIGHT, BLACK ALUMINUM (15W LED). REFER TO DETAIL 2/ 4A
6. STONE VENEER. EL DORADO BLUFFSTONE 'BODEGA'
7. ALUMINUM STOREFRONT. 2" PROFILE, LOW 'E' CLEAR GLAZING, DARK BRONZE FINISH
8. ALUMINUM CLEARSTORY ROUND WINDOW AND GRATE- DARK BRONZE, OPAQUE GLAZING

20220041.01 GRX 023

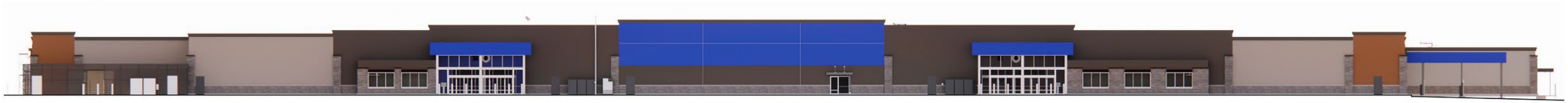
Source: Image produced and provided by VMI Architecture, inc. in 2025; adapted by Ascent in 2025.

Figure 2-10 Conceptual Architectural Elevations – North & East

REAR ELEVATION

SIDE ELEVATION

SIDE ELEVATION



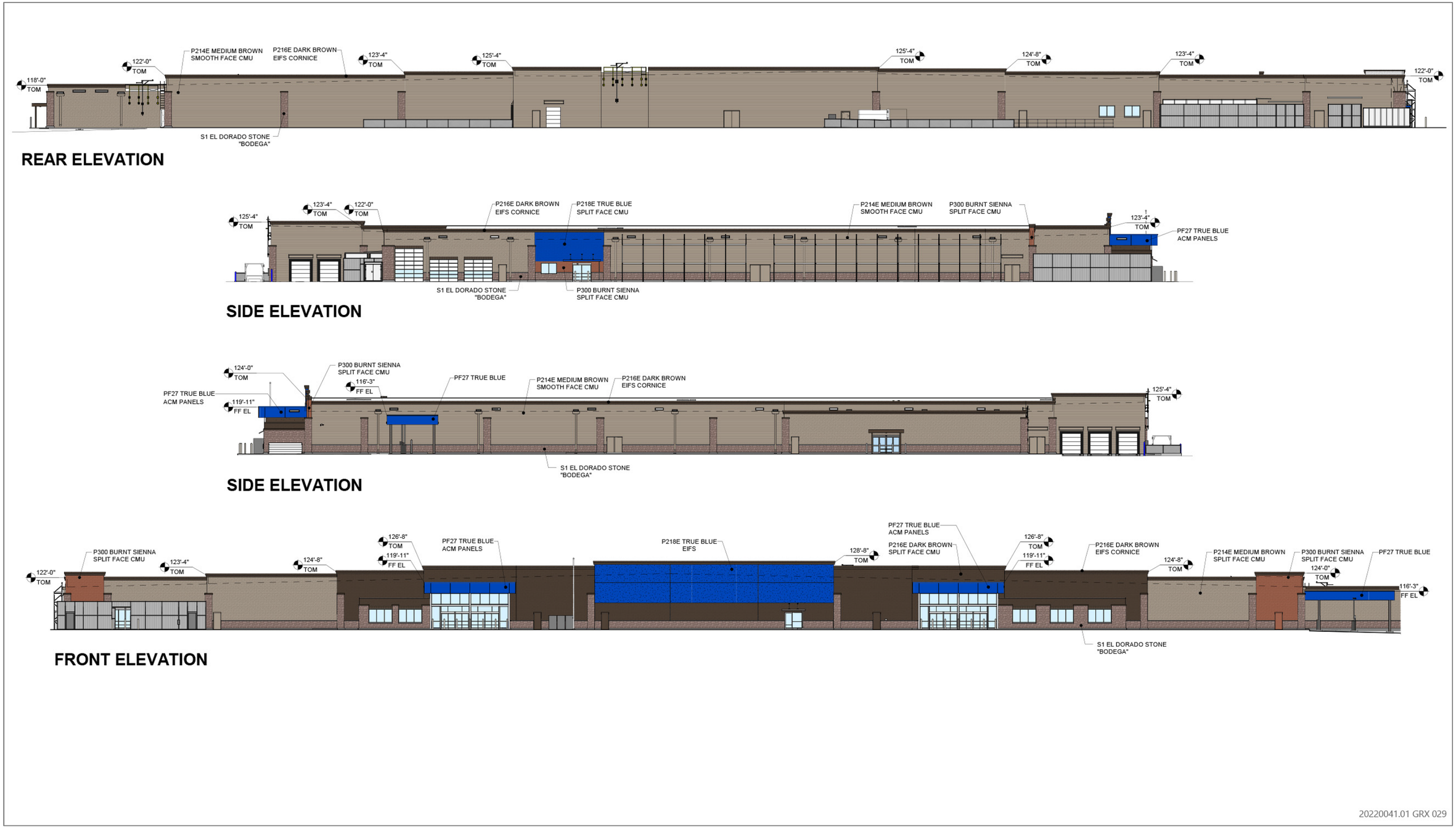
FRONT ELEVATION

Paint **P216E Dark Brown** **Benjamin Moore #1000** **Northwood Brown**	**Paint** **P214E Medium Brown** **Benjamin Moore #998** **Cabot Trail**	**Paint** **P300 Burnt Sienna** **Benjamin Moore #1196** **Burnt Sienna**	**Paint** **P218E True Blue**	**ACM Panel** **PF-XX Dark Brown** **Manufacturer:** **Product:** **Color:**	**ACM Panel** **True Blue** **Manufacturer: Arconic** **Product: Reynobond** **Color: True Blue**	**Aluminum Brake Cladding** **and Automatic Doors** **Clear Anodized Finish**	**Stacked Stone** **Manufacturer: Eldorado Stone** **Product: Bodega**

20220041.01 GRX 028

Source: Image produced and provided by brr in 2025; adapted by Ascent in 2026.

Figure 2-11 Major Anchor Presentation Elevations



Source: Image produced and provided by brr in 2025; adapted by Ascent in 2026.

Figure 2-12 Major Anchor Elevations

3 ENVIRONMENTAL ANALYSIS

As described above, the project applicant filed an application associated with development of a proposed commercial center within the SUD-B NEQ Specific Plan area. As referenced above, the Specific Plan EIR contemplated development of 69.8 acres of commercial uses, 84.3 acres of low density residential, 4.6 acres of parks/recreation uses, 22.8 acres of open space, and 4.6 acres of right of way. Commercial uses were considered at the corner of Highway 65 and Nelson Lane (i.e., the location of the proposed project), and along Nelson Lane towards Nicolaus Road.

As described in Section 2.2, "Project Characteristics," the proposed project would result in construction and operation of approximately 40 acres of commercial uses at the southwest corner of Highway 65 and Nelson Lane within the Specific Plan area. Of the 69.7 acres of commercial development approved with the Specific Plan EIR, approximately 475,500 square feet of commercial development is currently allowed on the project site. The project, as currently proposed, includes approximately 245,632 square feet of commercial development, including various types of commercial uses. The project would result in a 229,868 square feet reduction in commercial development potential than was allowed under the SUD-B NEQ Specific Plan. This project also includes amendments to SUD B NEQ Specific Plan approvals involving a Zone Text Amendment to the adopted SUD-B General Development Plan and an amendment to the commercial portion of the original approved Peery/Arrillaga Large Lot Tentative Subdivision Map Large Lot and Small-Lot Subdivision.

This addendum evaluates the potential effects for the project to result in new of substantially more severe environmental impacts compared to those disclosed in the certified Specific Plan EIR. The project would implement all applicable adopted mitigation measures identified in the Specific Plan EIR. A Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the project and attached to this addendum (Exhibit B).

3.1 AESTHETICS

The Specific Plan EIR evaluated potential aesthetic, light, and glare impacts in Section 4.1, "Aesthetics." The EIR concluded that no impacts related to scenic vistas or scenic resources within a state scenic highway would occur. Impacts related to visual character and quality were determined to be less than significant. Impacts related to light and glare were determined to be potentially significant because buildout of the Specific Plan could result in new reflective features and/or light sources that may be incompatible with the Placer County Airport Land Use Compatibility Plan. Implementation of Mitigation Measure MM-AES-1 was determined to reduce potentially significant light and glare impacts to a less-than-significant level by requiring avoidance of mirrored or highly reflective building materials, excessive upward lighting, laser lighting, and distracting lighting.

No aesthetic resource conditions have changed since certification of the Specific Plan EIR. The proposed project consists of the same extent of commercial development evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint, nor change the intensity of construction activities or development contemplated for the project site. Lighting plans identified for the project indicate that light illumination would be limited within the project site (i.e., would not extend towards sensitive users, such as nearby residents). Further, construction and operation of the project would comply with design standards provided in the SUD-B General Development Plan, which incorporates requirements of adopted Mitigation Measure MM-AES-1 to ensure no adverse impacts related to light and glare occur. Therefore, the project would not result in any new or substantially more severe impacts to aesthetics than those analyzed in the Specific Plan EIR and no new aesthetics mitigation would be required.

3.2 AGRICULTURE AND FORESTRY RESOURCES

The Specific Plan EIR evaluated potential impacts to agriculture and forestry resources in Section 4.2, "Agriculture and Forestry Resources." Impacts related to Williamson act contracted lands and effects to Farmland outside of the

Specific Plan area were determined to be less than significant The Specific Plan EIR concluded that impacts to Prime Farmland, Unique Farmland, and Farmland of Statewide Importance would be significant and unavoidable since the project would result in conversion of designated Farmland to urban uses. Implementation of Mitigation Measure MM-AG-1 was included to require the applicant to obtain and conserve Farmland at a 1:1 ratio for any lost Farmland resulting from the project. However, because Farmland would still be lost within the region as a result of project buildout, this impact was determined to be significant and unavoidable.

No agricultural or forestry resource conditions have changed since certification of the Specific Plan EIR. According to the California Department of Conservation (DOC), the project is designated as Farmland of Local Importance (DOC 2025). As stated above, the project site is zoned as Commercial and designated as Community Commercial by the City of Lincoln. Therefore, the project would not result in any impacts to Prime Farmland, Unique Farmland, and Farmland of Statewide Importance. No areas within the Specific Plan, including the project site, are designated under a Williamson Act contract. Additionally, the proposed project is not located on land zoned for forest land or timberland production and no forest land is present on site. Therefore, the proposed project would not result in new or substantially more severe impacts to agriculture and forestry resources than those analyzed in the Specific Plan EIR and no mitigation would be required.

3.3 AIR QUALITY

The Specific Plan EIR evaluated potential air quality impacts in Section 4.3, "Air Quality." The EIR concluded that impacts relating to the Specific Plan's potential to conflict with or obstruct implementation of the applicable air quality management plan, expose sensitive receptors to toxic air contaminants, and create or expose a substantial number of people to objectionable odors were determined to be less than significant. The EIR determined that full buildout of the Specific Plan would create operational emissions that would exceed the Placer County Air Pollution Control District's (PCAPCD) air quality standards. Specifically, construction of the Specific Plan would generate construction-related air pollutant emissions from entrained dust, equipment and vehicle exhaust emissions, asphalt pavement, and architectural coatings. Exhaust from internal combustion engines used by construction equipment and vendor trucks (delivery trucks) and worker vehicles would result in emissions of ROG, NO_x, and PM_{10}. It was determined that daily unmitigated construction and operation emissions would exceed the PCAPCD thresholds for ROG, NO_x, and PM_{10} at full buildout. Implementation of Specific Plan EIR Mitigation Measures MM-AQ-1 through MM-AQ-4 would reduce ROG, NO_x, and PM_{10} emissions to the extent feasible, which would further reduce construction emissions on a daily basis to a level below the PCAPCD significance thresholds. However, mitigated maximum daily operational emissions of ROG, NO_x, and PM_{10} at full buildout of the Specific Plan would still exceed the PCPAPCD significance thresholds. This impact was determined to be significant and unavoidable.

No conditions related to air quality have changed since certification of the Specific Plan EIR. The proposed project was contemplated as part of the buildout of the Specific Plan and would include development consistent with the proposed uses and level of construction and equipment that was evaluated in the Specific Plan. As previously described, the proposed project would result in a 229,868 square feet reduction in commercial development potential than was allowed under the SUD-B NEQ Specific Plan for the site that would likely reduce operational air pollutant emissions. In addition, delivery trucks on the project site would be subject to the California Air Resources Board's Airborne Toxic Control Measure that limits idling of trucks to a maximum of 5 minutes in order to reduce diesel particulate emissions (this requirement is also included in adopted Mitigation Measure MM-AQ-3).

Thus, air quality impacts associated with construction and operation of commercial uses would be less than what was considered in the EIR. The proposed project would be required to implement Mitigation Measures MM-AQ-1 through MM-AQ-4 as well as comply with local, State, and federal air quality regulations. Therefore, the proposed project would be consistent with the evaluation presented in the EIR, and would not result in any new or substantially more severe impacts related to air quality than those analyzed in the Specific Plan EIR, and no new mitigation would be required.

3.4 BIOLOGICAL RESOURCES

The Specific Plan EIR evaluated potential impacts to biological resources in Section 4.4, "Biological Resources." The EIR concluded that impacts to biological resources, including special-status species and sensitive biological communities, would be potentially significant because buildout of the Specific Plan could result in overall loss of habitat from the conversion of suitable habitat to developed uses, the removal of wetland features and native oak trees, and from the direct disturbance of individual animals within the Specific Plan area during construction activities. Implementation of adopted Mitigation Measures MM-BIO-1 through MM-BIO-13 were determined to reduce potentially significant impacts to a less-than-significant level by requiring worker awareness training, biological monitoring, protection of wetlands and waters of the US, trees, siting of construction activities, pre-construction surveys, resource avoidance, and design considerations.

Since adoption and certification of the Specific Plan and Specific Plan EIR, two changes have occurred in the regulatory setting for biological resources identified below:

- The Placer County Conservation Program (PCCP), which includes a habitat conservation plan (HCP) was adopted and approved by state and federal permitting agencies. Implementation of adopted Mitigation Measures MM-BIO-3 (Wetlands and Waters of the U.S.), MM-BIO-7 (Vernal Pool Crustacean Avoidance and Mitigation), and MM-BIO-11 (Swainson's Hawk Foraging Habitat Mitigation) are implemented through payment of PCCP Mitigation Fees.
- Crotch's bumble bee (*Bombus crotchii*) is now a candidate for listing under the California Endangered Species Act [CESA]). Crotch's bumble bee was designated as a candidate for listing as endangered under CESA by the California Fish and Game Commission on May 31, 2022. In June of 2023, California Department of Fish and Wildlife (CDFW) released Survey Considerations for CESA Candidate Bumble Bee Species, which included survey and mitigation guidance for the species, as well as an updated current range map for the species. Bumble bees have three basic habitat requirements: suitable nesting sites for colonies, availability of nectar and pollen from floral resources throughout the colony period (spring, summer, and fall), and overwintering sites for the queens. Crotch's bumble bees nest underground and likely use, at least in part, old rodent burrows (Williams et al. 2014; Xerces Society 2018). Overwintering likely occurs primarily in woodlands (USFWS 2021). The Specific Plan area, including the project site, contains habitat potentially suitable for Crotch's bumble bee nesting and foraging. Any ground-disturbing project activities could result in mortality, injury, or disturbance to Crotch's bumble bees. As described above, the project site is regularly disked (i.e., disturbed) for vegetation management and production of hay annually, which precludes the likelihood of Crotch's bumble bee to establish habitat within the site. Therefore, no impacts related to Crotch's bumble bees would occur through project implementation.

No other biological resource conditions have changed since certification of the Specific Plan EIR. The project site is vacant and is not located within the immediate vicinity of the Markham Ravine, Auburn Ravine, or any ephemeral streams, and is also outside of the 100-year floodplain and is not subject to adopted Mitigation Measures MM-BIO-2, MM-BIO-5, MM-BIO-12, and MM-BIO-13. The proposed project would not impact any trees and is not subject to adopted Mitigation Measures MM-BIO-4, MM-BIO-9, and MM-BIO-10. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint identified for the site, nor change the construction intensity of development contemplated for the project site. Further, the project would result in less development than what was contemplated in the Specific Plan EIR through buildout of only a portion of the total considered commercial uses. The proposed project would continue to require implementation of applicable adopted mitigation measures to reduce potential biological resource impacts to a less-than-significant level. Therefore, the proposed project would not result in any new or substantially more severe impacts to biological resources than those analyzed in the Specific Plan EIR and no new mitigation would be required.

3.5 CULTURAL RESOURCES

The Specific Plan EIR evaluated potential impacts to cultural resources and paleontology in Section 4.5, "Cultural Resources." Surveys conducted as part of the cultural resources inventory for the Specific Plan EIR did not identify any potentially historic resources on the project site. While no evidence suggests indication of archaeological and paleontological resources or prehistoric- or historic-era marked or unmarked human interments present within the immediate vicinity of the Specific Plan area, the Specific Plan EIR determined that ground-disturbing construction activities could accidentally uncover previously unknown resources and human remains. The Specific Plan EIR concluded that implementation of Mitigation Measures MM-CUL-1 and MM-CUL-2 would preserve inadvertent archaeological and paleontological resources discoveries, as well as human remains, during ground disturbing activities and would reduce impacts to a less-than-significant level.

No cultural resource conditions have changed since certification of the Specific Plan EIR. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint identified for the site, nor change the intensity of development contemplated for the site. Since the proposed project would involve ground disturbance activities during construction, implementation of adopted Mitigation Measures MM-CUL-1 and MM-CUL-2 would continue to be applicable to the proposed project and would reduce the project's potential cultural resources impacts to a less-than-significant level. Therefore, the proposed project would not result in any new or substantially more severe impacts related to cultural resources than those analyzed in the Specific Plan EIR and no cultural resources mitigation would be required.

3.6 ENERGY

Impacts related to energy were evaluated in in Section 5.5 of Chapter 5, "CEQA Considerations," of the Specific Plan EIR. The Specific Plan EIR concluded that construction and long-term operation of the project would not result in wasteful or inefficient use of nonrenewable resources (e.g., electricity, natural gas, and petroleum), and the impact was determined to be less than significant. Furthermore, the Specific Plan EIR determined that no unusual, proposed project characteristics or construction processes requiring the use of equipment that would be more energy intensive than those used for comparable project activities, nor use of equipment that would not conform to current emissions standards, would occur. Additionally, the project would implement design features to minimize its demand for electricity through the use of enhanced building energy efficiency standards, and therefore, would not result in an increase in energy demand that would exceed the available capacity of local and regional energy supplies. Additionally, policies are in place at the state and federal level to increase fuel efficiency over time. The increasing efficiency of vehicles over the lifetime of the project is also anticipated to result in incremental reductions in the project's operational fuel use.

No conditions related to energy have changed since certification of the Specific Plan EIR. The proposed project would include commercial development of the approximate 40-acre site, consistent with the proposed uses and level of construction and equipment that was evaluated in the Specific Plan EIR. Hence, construction and operation activities associated with implementation of the proposed project would be consistent with the analysis evaluated in the EIR. As previously described, the proposed project would result in a 229,868 square feet reduction in commercial development potential than was allowed under the SUD-B NEQ Specific Plan for the site that would likely reduce energy use. Therefore, the proposed project would not result in any new or substantially more severe impacts to energy consumption than those analyzed in the Specific Plan EIR and no energy mitigation would be required.

3.7 GEOLOGY AND SOILS

The Specific Plan EIR evaluated potential impacts to geology and soils in Section 4.6, "Geology and Soils." The EIR concluded that impacts related to rupture of a known fault, seismic ground shaking, seismic-related ground failure and liquefaction, landslides, soil erosion or loss of topsoil, and unstable geologic units/soils would be less than significant. Additionally, mitigated impacts resulting from expansive soils were determined to be less than significant

through implementation of Mitigation Measure MM-GEO-1, which would require preparation of a project design-level geotechnical report prior to construction.

No geological or soil conditions have changed since certification of the Specific Plan EIR. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint, and would involve less commercial development than was originally contemplated for the site. Construction activities would be consistent with those considered in the Specific Plan EIR. The project would include implementation of adopted Mitigation Measure MM-GEO-1. The proposed project would not result in new or substantially more severe impacts to geology and soils than those analyzed in the Specific Plan EIR and no mitigation would be required.

3.8 GREENHOUSE GAS EMISSIONS

The Specific Plan EIR evaluated potential impacts to greenhouse gas (GHG) emissions in Section 4.7, "Greenhouse Gas Emissions." The EIR concluded that GHG impacts would be potentially significant. Mitigation Measure MM-GHG-1 was included to require implementation of GHG reduction measures, however, buildout of the Specific Plan would result in emissions of 8.9 MT CO_2E/SP/year which is more than the efficiency threshold of 4.9 MT CO_2E, even after implementation of MM-GHG-1. As a result, the Specific Plan was determined to conflict with Placer County Air Pollution Control District thresholds that are designed to identify projects that may not be consistent with the State's GHG reduction goals in 2030 and 2050. Therefore, GHG impacts were determined to be significant and unavoidable.

No GHG-related conditions have changed since certification of the Specific Plan EIR. The proposed project was contemplated as part of the buildout of the Specific Plan and would include development consistent with the proposed uses and level of construction and equipment that was evaluated in the Specific Plan EIR. Therefore, construction and operation activities associated with implementation of the proposed project would be consistent with the analysis evaluated in the EIR. As previously described, the proposed project would result in a 229,868 square feet reduction in commercial development potential than was allowed under the SUD-B NEQ Specific Plan for the site that would likely reduce operational GHG emissions. The proposed project would implement the non-residential building requirements of adopted Mitigation Measure MM-GHG-1 as well as comply with local and State GHG regulations. Therefore, the project would not result in any new or substantially more severe impacts related to GHG emissions than those analyzed in the Specific Plan EIR and no new mitigation would be required.

3.9 HAZARDS AND HAZARDOUS MATERIALS

The Specific Plan EIR evaluated potential impacts related to hazards and hazardous materials in Section 4.8, "Hazards and Hazardous Materials." The EIR concluded that impacts related to the use, transport, and disposal of hazardous materials, creation of hazards through upset or accident conditions, location on hazardous materials sites, impairment of emergency response or evacuation plans, and wildfire risks would be less than significant. Due to the proximity of the Specific Plan area to the Lincoln Regional Airport, the Specific Plan EIR determined that highly reflective building materials or bright lights and bird strikes resulting from buildout of the plan area could represent a hazard to air traffic. Implementation of Mitigation Measure MM-AES-1 was included to reduce potentially significant light and glare impacts to a less-than-significant level by requiring avoidance of mirrored or highly reflective building materials, excessive upward lighting, laser lighting, and distracting lighting. Additionally, implementation of Mitigation Measure MM-LU-1 was included to reduce the potential for bird strikes through proper design of detention basins in compliance with FAA guidance. Impacts were determined to be less than significant with incorporation of mitigation measures.

No conditions related to hazards or hazardous materials have changed since certification of the Specific Plan EIR. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint and would involve less commercial development than was originally contemplated for the site. Construction activities would be consistent with those considered in the Specific Plan EIR. Therefore, the same hazards would be present, including the types of hazardous materials that would be used, handled, or transported to the site. No new airports have been developed near the project site, and implementation of the

proposed project would not conflict with any adopted emergency response or evacuation plans. Further, no changes to wildfire risks have occurred since approval of the Specific Plan EIR. Implementation of adopted Mitigation Measures MM-AES-1 and MM-LU-1 would ensure that safety hazards related to light and glare and impacts to aircraft safety are reduced to a less-than-significant level. The project's proposed bioretention/detention basins are designed to accommodate 2-, 10-, and 100-year, 24-hour peak storm conditions, but not to retain stormwater that could create a bird attraction based on the West Lincoln Square Preliminary Drainage Report (December 12, 2025). The reader is referred to Section 3.1, "Aesthetics," for a discussion of project compliance with adopted Mitigation Measure MM-AES-1. Therefore, the proposed project would not result in any new or substantially more severe impacts related to hazards and hazardous materials than those analyzed in the Specific Plan EIR and no new mitigation would be required.

3.10 HYDROLOGY AND WATER QUALITY

The Specific Plan EIR evaluated potential impacts to hydrology and water quality in Section 4.9, "Hydrology and Water Quality." The Specific Plan EIR concluded that impacts to water quality, groundwater supplies, runoff and stormwater drainage systems, and flood risk would be less than significant. The Specific Plan EIR, determined that development in the Specific Plan area could result in the alteration of existing drainage which could result in substantial erosion, siltation, or increases in the volume and velocity of stormwater runoff. Mitigation Measure MM-HYD-1 was included to reduce impacts to a less-than-significant level by requiring implementation of low-impact development (LID) designs, and ensuring that water quality and drainage standards (including hydromodification) are met. The Specific Plan EIR also determined that areas within the plan boundaries could constrict areas in which flood flows may pass, resulting in an increase in base flood elevations. This impact related to impedance of flood flows was determined to be potentially significant, however would be reduced to a less-than-significant level through implementation of Mitigation Measure MM-HYD-1 that requires the implementation of drainage and water quality controls.

No conditions related to hydrology or water quality have changed since certification of the Specific Plan EIR. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint, nor change the type of development contemplated for the project site. The project site is not located within a Special Flood Hazard Area or a 100-year flood zone (FEMA 2025). Upon buildout of the proposed project, adequate surface drainage control would be designed by the project civil engineer in accordance with the latest applicable edition of the California Building Code. Project implementation would also be required to comply with the City of Lincoln's Storm Water Management Plan and Placer County's Stormwater Management Manual (including implementation of BMPs). Implementation of adopted Mitigation Measure MM-HYD-1 would reduce potential hydrology and water quality impacts to a less-than-significant level. The project's proposed bioretention/detention basins are designed to accommodate 2-, 10-, and 100-year, 24-hour peak storm conditions as well as provide water quality to project drainage based on the West Lincoln Square Preliminary Drainage Report (December 12, 2025). Therefore, the proposed project would not result in any new or substantially more severe impacts related to hydrology and water quality than those analyzed in the Specific Plan EIR and no new mitigation would be required.

3.11 LAND USE AND PLANNING

The Specific Plan EIR evaluated potential impacts to land use and planning in Section 4.10, "Land Use and Planning." The EIR concluded that impacts related to division of an established community would be less than significant; no impacts to conflicts with any applicable habitat conservation plan or natural community plan would occur. Impacts related to conflicts with applicable land use plans, policies, or regulations were determined to be potentially significant due to potential impacts related to highly reflective building materials or bright lights that could represent a hazard to air traffic, and improperly designed detention ponds. The Specific Plan EIR included Mitigation Measure MM-AES-1 which would require commercial development to avoid mirrored or highly reflective building finish materials and excessively bright upward lighting. Mitigation Measure MM-LU-1, was also included and would require all water quality

detention basins be designed to avoid creating an increased attraction to wildlife and be consistent with FAA rules and regulations. With implementation of mitigation measures, impacts were determined to be less than significant.

Since adoption of the Specific Plan EIR, the Placer County Conservation Program (PCCP) has been approved, which provides programmatic Incidental Take Permits and wetlands permits for certain activities under the FESA and CESA, covering approximately 201,000 acres of Western Placer County, including the City of Lincoln. The project site is within Plan Area A1, Valley Potential Future Growth (PFG) of the PCCP (Placer County 2020, Figure 2-4). The Valley PFG activities are based on designations in the general plans of the County and City of Lincoln (Placer County 2020). Development of the project would be consistent with the Plan Area designations under the PCCP and would not conflict with PCCP policies. Therefore, the project would not result in conflicts with an HCP or NCCP.

No other conditions related to land use and planning have occurred since certification of the Specific Plan EIR. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint, nor increase the intensity of development contemplated for the project site. Continued implementation of Mitigation Measures MM-LU-1 and MM-AES-1 would reduce impacts to less-than-significant. The project's proposed bioretention/detention basins are designed to accommodate 2-, 10-, and 100-year, 24-hour peak storm conditions, but not to retain stormwater that could create a bird attraction based on the West Lincoln Square Preliminary Drainage Report (December 12, 2025). The reader is referred to Section 3.1, "Aesthetics," for a discussion of project compliance with adopted Mitigation Measure MM-AES-1. Therefore, the proposed project would not result in any new or substantially more severe impacts related to land use and planning than those analyzed in the Specific Plan EIR and no new mitigation would be required.

3.12 MINERAL RESOURCES

The Specific Plan EIR did not address impacts related to mineral resources as no mineral resources are present within the project area. No conditions have changed since certification of the Specific Plan EIR, and no mineral resources are located within the project site. Therefore, the project would not result in any impacts to mineral resources.

3.13 NOISE

The Specific Plan EIR evaluated potential noise impacts in Section 4.11, "Noise." The EIR concluded that impacts related to the exposure of excessive noise levels within an airport land use plan as well as excessive groundborne vibration and noise would be less be significant. Impacts related to exposure and generation of noise levels were determined to be potentially significant because buildout of the Specific Plan may exceed applicable standards for sensitive receptors (i.e., residential and recreational uses) due to mobile noise sources from SR-65 and proposed adjacent commercial uses. The Specific Plan EIR included implementation of Mitigation Measures MM-NOI-1, MM-NOI-2, MM-NOI-3, and MM-NOI-4. These mitigation measures require the installation of noise barriers, measures to protect nearby residences from commercial-associated noise, siting requirements for noise-generating uses, and limitations on construction activities near sensitive users (i.e., residences). Implementation of these mitigation measures were determined to reduce potentially significant noise impacts to a less-than-significant level.

No conditions related to noise have changed since certification of the Specific Plan EIR. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint. Adopted Mitigation Measures MM-NOI-1, MM-NOI-2, and MM-NOI-4 would be applicable to the project and would reduce potential noise impacts. Consistent with these adopted mitigation measures, the project includes an 6-foot to 8-foot noise barrier along the eastern boundary of the site where the proposed commercial project abuts the future SUD B residential neighborhood. Therefore, the project would not result in any new or substantially more severe impacts to noise than those analyzed in the Specific Plan EIR and no new mitigation would be required.

3.14 POPULATION AND HOUSING

The Specific Plan EIR evaluated potential population and housing impacts in Section 4.12, "Population and Housing." The EIR concluded that no impacts related to displacement of housing or people would occur. Impacts related to substantial population growth were determined to be less than significant.

No conditions related to population and housing have changed since certification of the Specific Plan EIR. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any new housing on the project site, nor remove existing housing. Therefore, the project would not result in any new or substantially more severe impacts to population and housing than those analyzed in the Specific Plan EIR and no mitigation would be required.

3.15 PUBLIC SERVICES

The Specific Plan EIR evaluated potential public service impacts in Section 4.13, "Public Services." The EIR concluded that impacts related to the provision or need of new or physical altered facilities in order to maintain acceptable service levels including fire, police, schools, and parks, would be less than significant.

No public service conditions have changed since certification of the Specific Plan EIR. The proposed project would be similar to the components evaluated in the Specific Plan EIR. The project would result in less commercial development than was contemplated for the site in the Specific Plan EIR. Further, the project would not result in any changes to the type of development contemplated for the project site, such that additional public service needs (i.e., police and fire protection) would be required. Therefore, the project would not result in any new or substantially more severe impacts to public services than those analyzed in the Specific Plan EIR; no public services mitigation would be required.

3.16 RECREATION

The Specific Plan EIR evaluated potential recreation impacts in Section 4.14, "Recreation." The Specific Plan EIR concluded that impacts related to increase in the use of existing parks or recreational facilities as well as the expansion of existing recreational facilities, would be less than significant. Though recreational impacts were determined to be less than significant, Mitigation Measure MM-REC-1 was included and requires the project applicant to pay in-lieu fees for the construction of parks and recreational facilities in the project area, consistent with City of Lincon Municipal Code policies, to ensure that the adequate recreational facilities for future residents are available.

The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint, nor increase the intensity of construction or operation contemplated for the project site, such that increased or additional recreational users would be introduced to the project area. Mitigation Measure MM-REC-1 would apply to residential uses implemented under the Specific Plan and therefore does not apply to the proposed project. The project would not result in any new or substantially more severe impacts to recreation than those analyzed in the Specific Plan EIR; no mitigation would be required.

3.17 TRANSPORTATION

The Specific Plan EIR used automobile delay or level of service (LOS) as the primary metric to evaluate the Specific Plan's CEQA transportation impacts, consistent with industry standards and the City General Plan goals and policies at the time. The Specific Plan EIR evaluated potential traffic and circulation impacts in Section 4.15, "Traffic and Circulation."

On September 27, 2013, Governor Jerry Brown signed Senate Bill (SB) 743 (Steinberg) into law and started a process to change transportation impact analysis as part of CEQA compliance. SB 743 directed the California Office of Planning and Research (OPR) to revise the CEQA Guidelines to modify the criteria for determining the significance of transportation impacts to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. Section 15064.3 of the CEQA Guidelines, adopted in December

2018, provides that vehicle miles traveled (VMT) is the "most appropriate measure of transportation impacts" and mandates analysis of VMT impacts effective July 1, 2020. LOS, or other measures of automobile delay, are no longer considered significant environmental impacts under CEQA. (Pub. Res. Code, Section 21009(b)(2).)

As provided in CEQA Guidelines Section 15007, "amendments to the guidelines apply prospectively only," and CEQA documents must meet the "content requirements in effect when the document was set out for public review," and "shall not need to be revised to conform to any new content requirements in guideline amendments taking effect before the document is finally approved." (CEQA Guidelines, Section 15007(c)).

The Specific Plan EIR circulated for public review before the amendment to the CEQA Guidelines adding VMT as the primary measure of transportation impacts, and used the LOS threshold of significance for traffic impacts. As directed by Section 15007, the Specific Plan EIR does not need to be revised to conform to the new VMT requirements. In addition, the change in law (replacement of the LOS standard with VMT) does not constitute new significant information under CEQA (Public Resources Code [PRC] 21166 or CEQA Guidelines 15162) as it does not constitute a new impact caused by the changes proposed in the project.

The Specific Plan EIR determined that impacts related to transportation hazards, emergency access, air traffic patterns and safety risks, as well as conflicts with public transit, bicycle, or pedestrian-related policies or plans would be less than significant. Impacts related to traffic were determined to be potentially significant. Mitigation Measures MM-TRA-1 through MM-TRA-6 were provided to require the applicant to contribute to traffic signal installation, intersection updates, and roadway/off-ramp updates. With implementation of these measures, direct project impacts were reduced to a less-than-significant level while cumulative impacts remained significant and unavoidable.

A project-specific VMT analysis was prepared for the proposed project, comparing VMT from approved commercial land use conditions under the Specific Plan (475,000 square feet of commercial development) with the proposed project (approximately 245,632 square feet of commercial development) for base year and future year conditions. Results of the VMT analysis indicated that total regional VMT under base year conditions would not result in increases, which would equate to no CEQA VMT impact. Regional VMT would decrease by less than one tenth of one percent under both baseline and future cases (DKS 2025). The project would include implementation of Mitigation Measures MM-TRA-1 through MM-TRA-6 to ensure potential traffic impacts remain less than significant. Therefore, the project would not result in any new or substantially more severe transportation impacts than those analyzed in the Specific Plan EIR; no new mitigation would be required.

3.18 TRIBAL CULTURAL RESOURCES

The Specific Plan EIR evaluated potential impacts to tribal cultural resources and paleontology in Section 4.5, "Cultural Resources." A sacred lands search request was sent to the Native American Heritage Commission (NAHC) in December 2014, and did not result in the identification of any tribal cultural resources in the plan area. Furthermore, surveys conducted as part of the cultural resources inventory did not identify any potentially historic resources in the Specific Plan area. In January 2015, tribal contact letters were drafted and mailed to individuals identified on the contact list provided by the NAHC; follow-up phone calls were made to those who received letters. Shingle Springs Rancheria responded that they had no project information regarding cultural resources in the plan area and requested that they be notified if human remains are encountered during project implementation or if any new project information became available. As described in Section 3.5, "Cultural Resources," above, impacts related to cultural resources were determined to be less than significant through implementation of Mitigation Measures MM-CUL-1 and MM-CUL-2 which would preserve inadvertent archaeological and paleontological resources discoveries, as well as human remains, during ground disturbing activities.

No cultural resource conditions have changed since certification of the Specific Plan EIR. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint, nor increase the intensity of construction or operation contemplated for the project site. Because the project would involve ground disturbance activities during construction, continued implementation of Mitigation Measures MM-CUL-1 and MM-CUL-2 would ensure that the project's impact to tribal cultural resources remain less than significant. Therefore,

the proposed project would not result in any new or substantially more severe impacts related to tribal cultural resources than those analyzed in the Specific Plan EIR and no new mitigation would be required.

3.19 UTILITIES AND SERVICE SYSTEMS

The Specific Plan EIR evaluated potential utility and service system impacts in Section 4.17, "Utilities." The EIR concluded that impacts related to exceedance of wastewater treatment requirements, construction or expansion of water or wastewater treatment facilities, construction or expansion of storm water drainage facilities, sufficient water supply, adequate wastewater treatment capacity, landfill capacity, and compliance with solid waste statutes and regulations would be less than significant.

No conditions related to utilities and service systems have changed since certification of the Specific Plan EIR. The proposed project is similar to the components evaluated in the Specific Plan EIR; the project would not result in any changes in uses or footprint. As previously described, the proposed project would result in a 229,868 square feet reduction in commercial development potential than was allowed under the SUD-B NEQ Specific Plan for the site that would likely reduce utility service demands. As described above, the project would include connections to existing utility infrastructure to serve buildout of the project site; the project is consistent with utility impacts contemplated in the Specific Plan EIR and would not result in increases in utility services demand. Therefore, the project would not result in any new or substantially more severe impacts related to utilities and service systems than those analyzed in the Specific Plan EIR and no mitigation would be required.

3.20 WILDFIRE

Wildfire was not individually addressed in the Specific Plan EIR. The topic was included in the updated Appendix G of the CEQA Guidelines, which became effective on December 28, 2018. The Specific Plan EIR evaluated potential wildfire impacts in Section 4.8, "Hazards and Hazardous Materials." The EIR concluded that impacts related to impairment of emergency response or evacuation plans, and wildfire risks would be less than significant because the proposed project would maintain emergency access during construction and the project would be adequately served by CAL FIRE and Lincoln Fire Department.

No wildfire conditions have changed since certification of the Specific Plan EIR. The project site is located within the Local Responsibility Area; the north and west portions of the site are designated for moderate fire hazard severity risk (CAL FIRE 2025). The project site is bounded by undeveloped, agricultural and residential uses. Implementation of the project would include new commercial uses and would not increase or exacerbate wildfire risks in the project area. Emergency access to and from the site would be maintained during construction activities. Though the project would include installation of utility infrastructure (e.g., utility connections), the project would not require the installation of infrastructure beyond what was anticipated under the Specific Plan EIR (as evaluated in Section 4.17, "Utilities and Service Systems," of the Specific Plan EIR). As a result, no new significant impacts or substantially more severe impacts than those contemplated in the Specific Plan EIR would occur; no mitigation is required.

3.21 CUMULATIVE IMPACTS

The proposed project would result in construction and operation of commercial uses contemplated as part of buildout of the Specific Plan EIR. The project would not result in a change in the level of development proposed or a change in project footprint/location. Adopted Mitigation Measures identified in the Specific Plan EIR would remain applicable to the proposed project. Thus, the project would not result in any new significant cumulative impacts or a substantial increase in severity of cumulative impacts than were addressed in the Specific Plan EIR.

4 CONCLUSION

As demonstrated above, implementation of the proposed project would not result in any new or substantially more severe impacts than those identified in the Specific Plan EIR. The final design of the project does not require revisions to the analysis previously of the certified Specific Plan EIR, nor are there substantial changes that would occur with respect to the circumstances under which the project would be undertaken. As a result, no new environmental document is required, consistent with State CEQA Guidelines Section 15162.

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EXHIBIT B

SUD B NEQ Specific Plan

Mitigation Monitoring and Reporting Program (MMRP)

APPENDIX L TO THE SUD-B NEQ SPECIFIC PLAN EIR MITIGATION MONITORING AND REPORTING PROGRAM

1 INTRODUCTION

The California Environmental Quality Act (CEQA) Guidelines Section 15097 requires that whenever a public agency approves a project based on a Mitigated Negative Declaration or an Environmental Impact Report (EIR), the public agency shall establish a mitigation monitoring and reporting program to ensure that all adopted mitigation measures are implemented.

This mitigation monitoring and reporting program (MMRP) is intended to satisfy this requirement of the CEQA Guidelines as it relates to the Special Use District B (SUD-B) Northeast Quadrant Specific Plan (proposed project). This MMRP will be used by City of Lincoln staff to ensure compliance with all mitigation measures identified in the SUD-B Northeast Quadrant Specific Plan EIR is achieved during project implementation and operation. The MMRP provides for monitoring of construction activities, as necessary, and in the field identification and resolution of environmental concerns.

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2 STANDARD MITIGATION MONITORING PROGRAM

City of Lincoln has adopted a standard mitigation monitoring program. This program requires that mitigation measures adopted for projects requiring discretionary City approvals, such as the SUD-B Northeast Quadrant Specific Plan project, be included in the conditions of approval for those projects and that issuance of any of the permits or city actions listed below must be preceded by a verification by city staff that certain conditions of approval/mitigation measures have been met. Compliance with conditions of approval is monitored by the City through a variety of permit and review processes, including:

- Improvement Plans approval (this approval must be obtained prior to issuance of grading or building permits)
- Grading Permit issuance
- Improvements construction inspection
- Final map recordation
- Acceptance of subdivision improvements as complete
- Building permit issuance
- Certificates of Occupancy

The mitigation measures for the SUD-B Northeast Quadrant Specific Plan project included in the EIR would be monitored through the City's Standard Mitigation Monitoring Program, as indicated in the text of each mitigation measure. The following table provides the full text of each mitigation measure and identifies the specific permit(s) or approval(s) from the Standard Mitigation Monitoring Program that the City would use to verify compliance with each, or another monitoring mechanism that would be used if the mitigation measure cannot be verified through the City's Standard Mitigation Monitoring Program.

Mitigation Monitoring Program Description

City of Lincoln will coordinate monitoring activities and document the implementation of mitigation measures for each project phase. Table 1 lists each mitigation measure as identified in the Final EIR and the associated implementation, monitoring/reporting, timing and performance requirements. The table includes:

1. the full text of each applicable mitigation measure;
2. the party or parties responsible for implementation and monitoring of each measure and any reporting requirements;

3. the timing of implementation of each mitigation measure, including any ongoing monitoring and/or reporting requirements; and
4. performance criteria by which to ensure mitigation requirements have been met.

Following completion of the monitoring and reporting process, the final monitoring results, as well as annual reports where required, will be recorded and incorporated into the project file maintained by the City of Lincoln.

3 SPECIAL USE DISTRICT B (SUD-B) NORTHEAST QUADRANT SPECIFIC PLAN MITIGATION MONITORING AND REPORTING PROGRAM

No mitigation measures are required for the following resources:

- Agriculture and Forestry Resources
- Hazards and Hazardous Materials
- Population and Housing
- Public Services
- Urban Decay
- Utilities and Service Systems

Mitigation measures are required for the potentially significant impact described in the table below.

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
Aesthetics				
MM-AES-1 Commercial development shall avoid mirrored or highly reflective building finish materials, and shall avoid excessively bright upward lighting, such as search lights, laser light displays, or distracting lights that could be mistaken for airport lights.	Project applicant	City of Lincoln	Prior to approval of building permits	The lack of mirrored or highly reflective building finish materials or excessive upward lighting
Air Quality				
MM-AQ-1 Prior to approval of any construction-related permits, the project applicant or its designee shall place the following requirements on all plans, which shall be implemented during grading of each phase of the proposed project to minimize NO_x and PM_{10} emissions: • Off-road heavy-duty diesel-powered construction equipment with engines rated as 75 horsepower or greater, shall be equipped with Tier 4 Final or better diesel engines, except where Tier 4 Final or better engines are not available for specific construction equipment. The City shall verify and approve all pieces within the construction fleet that would not meet Tier 4 Final standards;	Project applicant or its designee	City of Lincoln	Prior to approval of any construction-related permits and implemented during grading of each phase	Implementation of requirements minimizing NOx and PM10 emissions

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
• Minimize simultaneous operation of multiple construction equipment units. During construction, vehicles in loading and unloading queues shall not idle for more than 5 minutes and shall turn their engines off when not in use to reduce vehicle emissions; • All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications; • The use of electrical or natural gas-powered construction equipment shall be employed where feasible including forklifts and other comparable equipment types; • The use of catalytic reduction for gasoline-powered equipment shall be employed where feasible; • All diesel-fueled on-road construction vehicles shall meet the emission standards applicable to the most current year to the greatest extent possible. To achieve this standard, new vehicles shall be used, or older vehicles shall use post-combustion controls that reduce pollutant emissions to the greatest extent feasible; • 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 Placer County Air Pollution Control District rules and City of Lincoln requirements; • Fugitive dust shall not exceed 40% opacity and not go beyond the project boundary at any time as required by District Rule 228 Fugitive Dust (Section 300). If lime or other drying agents are				

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
used to dry out wet grading areas, they shall be controlled so as to not exceed District Rule 228 Fugitive Dust limitations. The prime contractor shall be responsible for having an individual, CARB-certified to perform Visible Emissions Evaluations (VEE), who shall routinely evaluate compliance to Rule 228, Fugitive Dust on a weekly basis; • 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 individual jurisdiction) if silt, dirt, mud or debris is carried over to adjacent public thoroughfares; • During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less; • To control dust once grading is complete, the prime contractor shall apply methods such as surface stabilization, establishment of the vegetative cover, paving, or other methods approved by the City.vi. 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 offsite; Stockpiles of dirt shall be covered when not being used or otherwise controlled to prevent erosion and/or dust.				
MM-AQ-2 Application of low VOC coatings used for exterior and interior of all surfaces of at least 50 g/L, which is beyond the local requirements (Placer County Air Pollution Control District Rule 228, Architectural Coatings).	Project applicant	City of Lincoln; Placer County Air Pollution Control District	Prior to approval of building plans – to be noted on plans and specifications.	Application of low VOC coatings

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
MM-AQ-3 To reduce operational emissions of ROG, NO_x, and PM_{10} emissions, the following Placer County Air Pollution Control District Standard Operational Air Quality Mitigation Measures shall be implemented as part of the proposed project's final design: • Diesel trucks shall be prohibited from idling more than five minutes. Prior to the issuance of a Building Permit, the applicant shall show on the submitted building elevations that all truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two dock doors. Diesel Trucks idling for more than the allotted time shall be required to connect to the 110/208 volt power to run any auxiliary equipment. A minimum 2'x3' signage which indicates "Diesel engine Idling limited to a maximum of five minutes" shall be included with the submittal of building plans. • Prior to Design Review approval, the Site Plan shall show that the applicant has provided the number of preferential parking spaces for employees that carpool/vanpool/rideshare as required by the District. Such stalls shall be clearly demarcated with signage as approved by the Design Review Board. • Prior to Design Review approval, the applicant shall show that on-site bicycle racks will be provided as required by the District.	Project applicant	City of Lincoln; Placer County Air Pollution Control District	Prior to approval of building plans for each project phase	Implementation of required measures listed

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
MM-AQ-4 For individual projects to be developed under the Specific Plan that exceed the Placer County Air Pollution Control District criteria air pollutant thresholds after implementation of on-site mitigation, the following measures shall be applied, as determined feasible through coordination with the Placer County Air Pollution Control District: • Establish mitigation off-site within the same region (i.e., City of Lincoln, western Placer County) by participating in an off-site mitigation program, coordinated through the Placer County Air Pollution Control District 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); and/or • Participate in the District's Off-site Mitigation Program by paying the equivalent amount of money, which is equal to the proposed projects contribution of pollutants (ROG and NOx), which exceeds the cumulative thresholds of 55 pounds per day. The actual amount to be paid shall be determined, and satisfied per current California Air Resource Board guidelines, at the time of recordation of the Final Map (residential projects), or issuance of a Building Permit (non-residential projects).	Project applicant	City of Lincoln; Placer County	At the time of recordation of the Final Map (residential projects), or issuance of a Building Permit (non-residential projects).	• Establishment of mitigation offsite by participating in an off-site mitigation program, coordinated through the Placer County Air Pollution Control District and/or by funding energy-efficiency measures or; • Participation in the District's Off-site Mitigation Program, determined by current California Air Resource Board guidelines

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
Biological Resources				
MM-BIO-1 *Workers Environmental Awareness Program.* All workers shall receive worker environmental awareness training (WEAP) conducted by a qualified biologist or an environmentally trained construction foreman. WEAP may also be conducted through a video created by a qualified biologist specifically for this project. WEAP shall instruct construction workers to recognize all special-status species potentially present in the project area, identify their habitat, and the nature and purpose of protective measures including best management practices (BMPs) and other required mitigation measures described in the EIR. They shall also be instructed to avoid Markham and Auburn Ravines, prevent construction-related fuel spills, and receive contact information for the qualified biologist in the event a special-status species is harmed or identified during project construction.	Project applicant; developers of individual projects; and construction contractors	City of Lincoln	Prior to the start of construction	Completion of training conducted by a qualified biologist or an environmentally trained construction foreman and
MM-BIO-2 *Biological Monitor*. During project construction activities, a biological monitor shall monitor all construction activities in or adjacent to Auburn and Markham Ravines, as well as perform regular nesting bird surveys throughout the project area. The monitor shall have the authority to immediately stop any activity that is likely to impact special-status species or order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. If any previously unknown special-status species are found within the project area during project construction, the monitor shall inform the USFWS and/or CDFW within 1 day, as appropriate for the species.	Project applicant; developers of individual projects and construction contractors	City of Lincoln and biological monitor	During project construction activities in or adjacent to Auburn and Markham Ravines	Inclusion of biological monitor during construction activities

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
MM-BIO-3 *Wetlands and Waters of the U.S.* Wetlands and waters of the U.S. lost as a result of construction activities shall be replaced on a "no-net-loss" basis in accordance with USACE regulations and one of the following methods: a) If the PCCP is adopted and approved by the agencies, participation in the PCCP shall satisfy all mitigation requirements under CEQA. b) If the PCCP has not been adopted and approved by the agencies at the time the project applicants wish to proceed with permitting, the following process shall be used in planning for replacement: i. For new wetlands created on site in open space areas, a conceptual on-site wetlands mitigation plan shall be prepared by a qualified biologist pursuant to, and through consultation with, the USACE, including an agreed-upon replacement ratio of wetlands with the USACE. The mitigation plan shall quantify the total jurisdictional acreage lost, describe creation/replacement ratio for acres filled, annual success criteria, potential mitigation-sites, and monitoring and maintenance requirements. ii. The plan may include funding mechanisms for future maintenance of the wetland and riparian habitat, which may include an endowment or other funding from the project applicant. iii. For those acres of wetlands or waters of the U.S. lost to development that	Project applicant, construction contractors	City of Lincoln and USACE	Prior to the issuance of a grading permit	• Participation in the PCCP or • Completion of a conceptual on-site wetlands mitigation plan; USACE-approved mitigation bank or otherwise USACE-approved location • CWA Section 404 permit • CWA Section 404 Wetland Fill permit • CWA Section 401 water quality certification • Streambed Alteration Agreement

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
cannot be replaced on site, the project applicant shall compensate for the loss of wetland habitat through the purchase of mitigation credits at a USACE-approved mitigation bank or otherwise USACE-approved location. The ratio of compensation shall be determined in consultation with the USACE as part of the CWA Section 404 permit process, but shall not be less than 1:1.The project applicant may pay in-lieu fees to the U.S. Army Corps of Engineers (ACOE), CDFW, and Regional Water Quality Control Board according to their established fee structures to compensate for the removal of jurisdictional wetland features within the project area. Additionally, off-site permittee-responsible compensatory mitigation in the form of preservation, creation, enhancement or restoration will be accepted as outlined in the ACOE *Permittee-Responsible Mitigation Guidance May 26, 2016 (Draft)* document.				
iv. Prior to the City issuing a grading permit, the project applicant shall acquire the appropriate CWA Section 404 permit for filling of wetlands and other waters of the U.S. in the project area. In addition to the CWA Section 404 Wetland Fill permit, a CWA Section 401 water quality certification shall also be required in conjunction with the Section 404 permit.				

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
v. For any construction activities affecting the bed, bank, or associated riparian vegetation of any streams or lakes subject to CDFW jurisdiction (such as Markham Ravine and Auburn Ravine), then a Streambed Alteration Agreement shall be obtained from CDFW, pursuant to Section 1600 of the California Fish and Game Code. If required, the project applicant shall coordinate with CDFW in developing appropriate mitigation, and shall abide by the conditions of any executed permits for any work related to on-site streams or associated riparian areas.				
MM-BIO-4 *Native Oak Tree Planting*. The project applicant shall, to the extent feasible, design the project to retain protected trees and to protect on site trees during construction activities. If these trees cannot be retained in place, then the project applicant shall compensate for the loss of oaks on the project site based on the fee structure and guidance stated in the City of Lincoln Municipal Code. This may require either a fee payment to the City, or planting/establishment of native oak trees outside of the project area.	Project applicant, construction contractors	City of Lincoln	• Review tree impacts prior to approval of improvement plans • Mitigation plan and/or fees approved prior to grading permit issuance	• Retention of all feasible native oaks onsite • Completion of compenstation for the loss of oaks as stated in the stated in the City of Lincoln Municipal Code
MM-BIO-5 *Location of Construction Activities*. Wherever feasible, construction and stockpiling of materials shall be located away from Markham and Auburn Ravines, outside of the 100-year floodplain, and other sensitive habitats, as determined by the qualified project biologist. In areas that cannot be feasibly avoided, the project biologist shall monitor the activity on a daily basis to ensure impacts to native wildlife are avoided.	Project applicant, construction contractor	City of Lincoln	Construction and staging areas to be identified prior to start of construction	Materials stockpiled outside of the 100-year floodplain, and other sensitive habitats and away from Markham and Auburn Ravines

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
MM BIO-6 *Rare Plant Surveys and Mitigation.* The project applicant shall retain a qualified biologist/botonist to conduct protocol-level plant surveys. Suitable habitat may occur on the northerly 72.6 acres of the project site for the following species: dwarf downingia (*Downingia pusilla*), Ahart's dwarf rush (*Juncus leiospermus* var. *ahartii*), Red Bluff dwarf rush (*Juncus leiospermus* var. *leiospermus*), and Legenere (*Legenere limosa*). The surveys shall be conducted during the appropriate blooming periods (May to November). These plant surveys shall be conducted in accordance with 2009 California Department of Fish and Wildlife (CDFW) rare plant survey protocols. The results of the survey shall be summarized in a report and submitted to CDFW and USFWS, and would be valid for two years. If rare plants are present and cannot be avoided, the project applicant compensate for the loss of habitat, either on-site or off-site at a minimum of ratio of 1:1. Mitigation for losses could include replacing the amount, type, and value of habitat lost to project construction through an accredited mitigation bank, if approved by USFWS and CDFW.	Project applicant, construction contractors	City of Lincoln; USFWS and CDFW	Surveys conducted during the appropriate blooming periods (May to November) prior to construction	• Identification and avoidance of rare plants • Compensation from unavoidable loss of habitat, either on-site or off-site at a minimum of ratio of 1:1
MM BIO-7 *Vernal Pool Crustacean Avoidance and Mitigation.* If suitable habitat for vernal pool crustaceans cannot be avoided during construction activities, the project applicant shall comply with applicable federal ESA regulations for mitigation of vernal pool crustaceans. The project applicant can either assume presence of vernal pool crustaceans within suitable habitat, or can conduct protocol-level surveys for vernal pool invertebrate species. The project applicant shall be responsible for offsetting the loss of any vernal pool crustacean habitat using one of the following methods:	Project applicant, construction contractors	City of Lincoln, CDFW	Prior to the issuance of grading permits	• Participation in the PCCP or • Completion of a mitigation as determined by the USFWS

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
a) If the PCCP has been adopted by the County, the City, and approved by the agencies, the project applicant shall comply with the PCCP and that participation shall satisfy all of the mitigation requirements for this impact. b) If the PCCP has not been adopted by the County and City and/or has not been approved by the agencies, the extent of any necessary compensatory mitigation shall be determined in consultation with the USFWS, but shall not be less than 1:1. Typically, recommended mitigation for the loss of vernal pool crustacean habitat has been at a ratio of 2:1 acres for preservation and 1:1 acres for creation.				
MM BIO-8 *Western Pond Turtle Avoidance and Relocation.* a) Prior to any work in suitable habitat, the project applicant/contractor shall arrange for a pre-construction survey for western pond turtles (WPT) to be conducted by a qualified biologist not more than 48 hours prior to the commencement of site disturbance. b) If WPT are determined to be present within the stream or pond, and the feature is to be retained, exclusionary fencing shall be used to prevent the turtle(s) from entering the construction area. The location of the fence shall be determined by a qualified biologist. Any turtles found in or near the construction 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 or irrigation pond shall continue to provide adequate habitat for the WPT during and after	Project applicant, construction contractors	City of Lincoln, CDFW	Prior to any work in or adjacent to Markham or Auburn Ravines	• Pre-construction survey conducted by a qualified biologist not more than 48 hours prior to the commencement of site disturbance. • Construction of exclusionary fencing during construction period • Removal of Western Pond Turtles to a suitable body of water in Placer County as approved by CDFW

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
construction 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. c) If the stream or irrigation 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 CDFW to a suitable body of water in Placer County.				
MM BIO-9 Nesting Bird Avoidance. a) If construction would occur during the bird nesting season (generally March 1-August 30 for the native bird species likely to occur on the project site), a pre-construction nest survey shall be conducted within 14 days prior to the beginning of construction activities by a qualified biologist to identify active nests within 100 feet of construction activities (for songbirds) and within 300 feet for raptors. If active nests are found, a temporary buffer shall be established by a qualified biologist around the nest and all ground-disturbing and other construction-related activities shall be postponed/halted until the nest is vacated and juveniles have fledged and are no longer dependent upon the nest, as determined by the biologist from ongoing monitoring, and there is no evidence of a second attempt at nesting. The no-disturbance buffer shall generally be 100 feet for passerine bird species and 300 feet for raptor species (other than Swainson's hawk; see MM BIO-10) or as otherwise determined by the biologist taking into consideration such	Project applicant, construction contractors	City of Lincoln	If construction would occur during generally March 1-August 30, a pre-construction nest survey shall be conducted within 14 days prior to the beginning of construction activities	• Identification of active nests within 100 feet of construction activities (300 feet for raptors) • Creation of a no disturbance buffer • Submittal of a report that includes a description of the methodology and results and a map

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
factors as topography, the type, duration, and extent of disturbance, and the species of bird potentially affected. The buffer zone shall be delineated by high visibility temporary construction fencing. If no active bird nests are identified within the survey area, no further mitigation would be required. b) A report shall be submitted to the City of Lincoln, following the completion of the bird nest survey that includes, at a minimum, the following information: i. A description of the methodology and results of the survey including dates of field visits, the names of survey personnel (and their qualifications), survey results, and a list of references cited and persons contacted. ii. A map showing the location(s) of any protected bird nests observed on the project site.				
MM-BIO-10 *Swainson's Hawk Nest Avoidance and Mitigation*. a) The project applicant shall retain a qualified biologist to conduct a Swainson's hawk nest survey during the nesting season of the same calendar year that construction is expected to begin, and prior to the issuance of any grading permits. The survey shall be conducted pursuant to timing and methodology criteria outlined in the Swainson's Hawk Technical Advisory Committee 2000 survey protocol which includes all suitable nest habitat within ½ mile of the construction envelope. If this survey does not identify any nesting Swainson's hawk within the survey area, no further mitigation would be required.	Project applicant, construction contractors	City of Lincoln	During the the nesting season of the same calendar year that construction is expected to begin, and prior to the issuance of any grading permits. any nesting	• Identification of any nesting Swainson's hawk • No construction activity or other project-related activities that could cause nest abandonment or forced fledging, shall be initiated within 1/4-mile (buffer zone) of an active nest, or as otherwise determined by the biologist • Receipt of a Management Authorization from the CDFW in the event of the removal of a nest tree.

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
b) Should any active Swainson's hawk nests be located within the survey area, no construction activity (e.g., heavy equipment operation associated with construction, human activities, etc.) or other project-related activities that could cause nest abandonment or forced fledging, shall be initiated within 1/4-mile (buffer zone) of an active nest, or as otherwise determined by the biologist taking into consideration such factors as topography, the type, duration, and extent of disturbance, and the age of any young in the nest. Such activity shall be postponed until the nest is vacated and juveniles have fledged and are no longer dependent upon the nest, as determined by the biologist from ongoing monitoring, and there is no evidence of a second attempt at nesting. The buffer zone may be increased if, as determined by the biologist during ongoing nest monitoring, the adult birds exhibit behavior that could lead to unnatural prolonged absences from the nest or nest abandonment. The buffer zone shall be delineated by high visibility temporary construction fencing. 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 from CDFW with the tree removal period specified in the Management Authorization, generally from October 1 to February 1.				

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
MM BIO-11 *Swainson's Hawk Foraging Habitat Mitigation.* The project applicant, in consultation with CDFW, shall mitigate for loss of any Swainson's hawk foraging habitat by one of the following methods: a) If the PCCP has been adopted by the County, the City, and approved by the agencies, the project applicant shall comply with the PCCP and that participation shall satisfy all of the mitigation requirements for this impact. b) If the PCCP has not been adopted by the County and City and/or has not been approved by the agencies, the project applicant shall mitigate at a ratio of at least one acre of suitable foraging habitat for every one acre developed by the proposed project. The project applicant shall provide for the long-term endowment of compensatory mitigation lands by funding a management endowment (the interest on which shall be used for managing the mitigation lands) at a per acre rate (adjusted annually for inflation and varying interest rates). The project applicant shall submit a letter of approval from CDFW for the mitigation program for Swainson's impacts to the City of Lincoln prior to the issuance of grading permits. As an alternative, the project applicant may purchase conservation easements or fee title to suitable Swainson's hawk foraging habitat to protect the habitat from urban development, or purchase Swainson's hawk habitat credits at an agency-approved mitigation bank. A.	Project applicant, construction contractors	City of Lincoln, CDFW	Prior to the issuance of grading permits	• Participation in the PCCP or • Compensatory habitat is established through an approved wetland mitigation bank and/or is constructed pursuant to County and resource agency approvals • Submittal of a letter of approval from CDFW to the City • Or purchase of a conservation easements or fee title to suitable Swainson's hawk foraging habitat

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
MM-BIO-12 *Markham and Auburn Ravines.* Markham and Auburn Ravines shall both be avoided during project activities to reduce impacts of noise, light and habitat destruction to wildlife species that regularly use these areas for local migration, cover and foraging. For any work that would involve disturbance of Auburn or Markham Ravine the City shall ensure grading permits and/or improvements plans, as appropriate, include the following requirements: a) To the extent feasible, the project shall be designed to avoid direct or indirect impacts to Auburn or Markham Ravines, or to the water quality flowing to Auburn or Markham Ravines. If work in Auburn or Markham Ravines cannot be avoided, then the following mitigation measures shall apply. b) Restrict work in Auburn or Markham Ravines to low-flow periods between June 15 and October 15 to avoid effects on adult or juvenile steelhead and salmon life stages during their migratory seasons. c) Store all equipment outside of all waterways. Install a silt fence around the perimeter of all waterways where construction is to occur adjacent to waterways. The staging areas shall be situated a minimum of 50 feet from existing drainages. d) Install Environmentally Sensitive Area (ESA) fences in the vicinity of work along Auburn or Markham Ravines. The ESA fencing shall be delineated on the final plans and the fence shall be installed and remain on-site until the project is completed. e) Install silt fences and/or fiber rolls on the slopes adjacent to the work area to prevent silt from entering Auburn or Markham Ravines.	Project applicant, construction contractors	City of Lincoln	Prior to approval of improvement plans or issuance of grading plans that would affect Markham or Auburn Ravines	• Avoidance of Markham and Auburn Ravine during project activities or • Completion of items outlined in the mitigation measure

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
f) If dewatering is necessary along portions of Auburn or Markham Ravines, use appropriate temporary coffer dams to dewater the construction sites and divert water through the area during the construction period to prevent impeding creek flow or water flow through the work areas. If dewatering at a site is required, a qualified biologist shall be present during the dewatering period to inspect and ensure that steelhead shall not be trapped within the temporary coffer dams. If steelhead are found, a qualified biologist shall capture and relocate these fish to an appropriate area away from the construction site. The project applicant or their representative shall submit for approval the dewatering and fish capture and relocation plans to the NOAA and CDFW once the design plans are finalized. g) Maintain erosion controls during the construction periods. h) At the completion of the construction project, remove from the streambed all materials used to maintain flow and divert water from the area during the construction period, including coffer dams, pipes, filter fabric, and gravel. i) Dispose of all excess soil at an approved upland site. j) Remove all project-introduced material once the work is complete. k) Recontour any disturbed stream channel areas, to the extent practicable, to pre-project conditions or better. l) Use reflectors on portable light trees to focus the light on the work area and to minimize the amount of light spilling over to adjacent areas during any night work.				

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
MM BIO-13. *Wildlife Movement Corridor Protection*. To the extent feasible, construction of the project's open space shall be designed to minimize the restriction of wildlife movement through the project area, specifically along and through Markham and Auburn Ravines. This shall include design measures that provide the greatest amount of space feasible underneath bridge or culvert structures such that wildlife species are not forced to cross roadways or move into urban areas to move from one area of natural habitat to another. All outdoor lighting associated with the project shall be designed to minimize light pollution into the open space or adjoining undeveloped land, except where it is necessary for public safety or security. Minimization measures may include light fixture placement (e.g., as low to the ground as possible), lamp designs (e.g., shielding, low glare, or no lighting), directing light away from open space or undeveloped lands, or other means to avoid or minimize light pollution.	Project applicant	City of Lincoln	Prior to approval of improvement plans	• Inclusion of design measures that provide the greatest amount of space feasible underneath bridge or culvert structures • Minimization of outdoor lighting
Cultural Resources				
MM-CUL-1 Discovery of Archaeological / Paleontological Resources: In the event that archaeological / paleontological resources are discovered during ground disturbing activities, grading and construction work within 100 feet of the find shall be suspended until the significance of the features can be determined by a qualified professional archaeologist / paleontologist as appropriate. The applicant shall immediately notify the City of Lincoln Community Development Director, who will coordinate investigation of the site with a qualified archaeologist or paleontologist as needed to assess the resource (i.e., whether it is a "historical resource", a "unique archaeological resource", or "unique paleontological resource") and provide proper management recommendations should potential impacts	Project applicant, construction contractor	City of Lincoln	During construction	In the event of accidental discovery, suspension of construction activity within 100 of discovery and notification of the City of Lincoln Community Development Director

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
to the resource be found to be significant. Possible management recommendations for historical or unique archaeological/paleontological resources could include resource avoidance or, where avoidance is infeasible in light of the project or is unnecessary to avoid significant effects, data recovery excavations. In consultation with the qualified staff, the contractor shall implement any measures deemed by the Community Development Director to be necessary and feasible to avoid or minimize significant effects to the resource.				
MM-CUL-2 Accidental Discovery of Human Remains. Pursuant to Section 5097.98 of the California Public Resources Code and Section 7050.5 of the California Health and Safety Code, as well as California Environmental Quality Act Guidelines Section 15064.5(e), in the event of the discovery of human remains, work shall be suspended within 100 feet of the find, and the Placer County Coroner/Sherriff and the City of Lincoln Community Development Director shall be immediately notified. The County Coroner/Sherriff will determine if an investigation is necessary. If the remains are determined to be Native American: 1. The Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours. 2. The NAHC shall identify the person or persons it believes to be the most likely descendent (MLD) from the deceased Native American. 3. The MLD shall have an opportunity to make a recommendation to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.	Project applicant, construction contractor	City of Lincoln	During construction	In the event of accidental discovery, suspension of construction activity within 100 of discovery and notification of the Placer County Coroner/Sherriff and the City of Lincoln Community Development Director

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
If the Native American Heritage Commission is unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the commission, the City and/or County will notify the United Auburn Indian Community (UAIC) Tribal Council and solicit their input prior to allowing work to resume.				
Geology and Soils				
MM-GEO-1 The following notes, or recommendations of the design-level geotechnical report, whichever is more detailed and stringent, will be included on project plans to be approved by the Building Division of the City of Lincoln Community Development Department prior to receipt of grading and building permits: • The upper 18 inches of subgrade at building pads, sidewalk, pavements, and concrete flatwork shall be replaced with compacted on-site soils with low to very low expansion potential and/or non-expansive imported engineered fill mixed with lime. • On-site soils and imported engineered fill to be used to replace expansive clays shall be evaluated/tested and approved by project geotechnical engineer prior to establishment of fill pads during construction. • Subgrade soil replacement/lime treatment shall extend to at least 5 feet (horizontally) from the outer edge of the footings and 2 feet (horizontally) from the outer edge of flatwork, sidewalks, and pavement. • Footings shall be constructed with a minimum 24-inch embedment below the lowest adjacent grade. • If soils are treated with lime, lime treatment shall be performed by a specialty contractor experienced in this work and in accordance with Caltrans Standard Specifications.	Project applicant,	City of Lincoln Community Development Department, Building Division	Prior to approval of grading or building permits	Incorporate recommended measures into project design

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
• If soils are treated with lime, lime treatment submittal (including proposed equipment, materials, and construction procedures) shall be provided to applicant's geotechnical engineer for review at least 2 weeks prior to construction. • If soils are treated with lime, Plasticity Index and Expansion Index tests shall be performed on lime-treated soils during construction to assure that they meet the project requirements. • If soils are treated with lime, lime-treated soils shall be removed from landscape areas.				
Greenhouse Gas Emissions				
MM-GHG-1 Greenhouse Gas Emissions Reduction Measures. The following GHG emission reduction measures shall be implemented: *All residential buildings shall:* • Meet or exceed CALGreen Tier 2 requirements in place at the time of Building Permit issuance. • Be pre-plumbed and structurally engineered for the future installation of a complete solar energy system. • Include a tankless water heating system, a whole house ceiling fan, and "Energy Star" appliances (stoves, dishwashers, and any other appliances typically included within the initial installation by the builder). • Include an energy efficient air conditioning unit(s) that exceeds the SEER ratio by a minimum of two points at the time of building permit issuance. • Include programmable thermostat timers. • Include exterior outlets on all single-family and multi-family buildings to allow the use of electrically-powered landscape equipment.	Project applicant	City of Lincoln	• Prior to approval of improvement plans • Prior to the issuance of a building permit	Incorporate features into project design

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
• Include wiring for at least one electric car charging station. • Prior to the issuance of a Building Permit, the floor plans and/or exterior elevations submitted in conjunction with the Building Permit application for each residence within the approved subdivision shall show that each residence shall only utilize low flow water fixtures such as low flow toilets, faucets, showers, etc. • Prior to approval of Improvement Plans the applicant shall only show energy efficient lighting for all street, parking, and area lighting associated with the project, including all on-site and off-site lighting. *All non-residential buildings shall:* • Be pre-plumbed and structurally engineered for the future installation of a complete solar energy system. • Install photovoltaic rooftop energy systems on all community buildings and any commercial buildings over 100,000 square feet. • Use "Energy Star" rated (or greater) roofing materials. • Use both indoor and outdoor energy efficient lighting that meets or exceeds Title 24 requirements. • Prior to the issuance of a Building Permit, the floor plans and/or exterior elevations submitted in conjunction with the Building Permit application shall show that the proposed project includes a complete solar water heating system.				

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria

• Include an energy efficient heating system and an air conditioning system that exceeds the SEER ratio by a minimum of two points at the time of building permit issuance.
• Only use low flow water fixtures such as low flow toilets, faucets, showers, etc.
• Only use programmable thermostat timers.
• Include enough bike parking facilities to meet peak demand. This will include:
  ○ Providing secure bicycle racks and/or storage within 200 yards of a building entrance for five percent or more of all Full Time Equivalent (FTE) staff (measured at peak periods) and provide showers and changing facilities in the building, or within 200 yards of a primary staff building entrance, for 0.5 percent of FTE staff (measured at peak periods), or
  ○ Provide secure bike racks and/or storage within 200 yards of a public building entrance according to the following guidelines based on project square footage:
  ▪ Up to 5,000 square feet, two or more bicycle racks,
  ▪ 5,001 – 20,000 square feet, three or more bicycle racks,
  ▪ 20,001 – 50,000 square feet, six or more bicycle racks,
  ▪ More than 50,000 square feet, ten or more bicycle racks.
▪ Prior to approval of Improvement Plans, the applicant shall only show energy efficient lighting for all street, parking, and area lighting associated with the proposed project, including all on-site and off-site lighting.				

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
○ Install two 110/208 volt power outlets for every two loading docks. ○ Provide preferential parking for carpool, shared, electric, and hydrogen vehicles. ○ Include pedestrian-friendly paths and cross walks in all parking lots. ○ Pave all parking lots with reflective coatings (albedo = 0.30 or better). This measure is considered feasible if the additional cost is less than 10 percent of the cost of applying a standard asphalt product. ○ Maximize the amount of drought tolerant landscaping by minimizing the amount of turf in all areas where this option is feasible. ○ Ensure recycling of construction debris and waste through administration by an on-site recycling coordinator and presence of recycling/separation areas				
Hydrology and Water Quality				
HYD-1 Storm Water Quality Plan: Through all phases of construction, development, and operation of the proposed project, the project applicant or designee, homeowners' association (HOA), and/or project contractor, as applicable, shall conduct planning, design, construction, and maintenance activities consistent with the performance criteria, design standards, and water quality best management practices contained in the project's Master Drainage Study and Storm Water Quality Plan (SWQP) (Appendix F). For each phase of development, a project-specific SWQP shall be developed and approved by the City of Lincoln to show parcel-level source control measures, structural treatment controls, and low-impact development (LID) designs, refined as necessary from the master SWQP. This	the project applicant or designee, homeowners' association (HOA), and/or project contractor	City of Lincoln	Prior approval of improvement plans for each project phase	Completion of conduct planning, design, construction, and maintenance activities consistent with the performance criteria, design standards, and water quality best management practices contained in the project's Master Drainage Study and Storm Water Quality Plan (SWQP)

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
includes meeting or exceeding the requirements of the Small Municipal Separate Storm Sewer System (MS4) Permit (SWRCB Order 2013-0001-DWQ, as amended), Section 8.6 of the City's Municipal Code (Post-Construction Storm Water Runoff Control), and the *West Placer County Storm Water Quality Design Manual*. The developers, their contractors, and the planned community's governance entities shall be required to select, size, and maintain the LID designs and implement water quality best management practices (BMPs) to address the following, consistent with Appendix F: • *Post-Construction Source Control BMPs*: Source control BMPs shall be incorporated into site development plans and maintenance operations to avoid pollutant generating sources and activities. Examples include ensuring the protection of waste and hazardous materials from contact with stormwater, minimizing the use of pesticides and fertilizers through integrated pest management and landscape design, ensuring vehicle maintenance occurs indoors or in covered areas, and plumbing interior floor drains to the sewer system. • *LID Treatment BMPs*: Site preservation practices coupled with small-scale distributed treatment measures that rely on vegetation and soils, or systems that mimic the treatment obtained by soils and vegetation and soils, shall comprise the LID control approach. LID BMPs include strategies such as stream setbacks, tree and natural landscape preservation, disconnection of impervious surfaces, green roofs, porous pavement, vegetated swales, and				

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
infiltration/bioretention swales/basins. LID BMPs shall be sized to treat the volume of stormwater runoff produced from the 85th percentile, 24-hour storm event (water quality design volume), and on-site LID retention BMPs shall be selected to retain the water quality design volume to the extent feasible. If it is infeasible to retain all or part of the water quality design volume, LID biotreatment BMPs shall be used and shall be sized to capture and treat the remaining portion of the water quality design volume. LID BMPs may be located on site or at one of the water quality basins shown in Appendix F. The hydromodification performance standard shall be achieved through on-site or regional LID BMPs, on-site or regional flow control facilities, or a combination thereof. • *Stormwater Facility Operation and Maintenance*: Depending on the type and location of stormwater quality BMPs, either the commercial land lessor or HOA shall be responsible for maintenance of all LID, treatment, and hydromodification control facilities. Maintenance responsibility shall be documented in the project's conditions, covenants, and restrictions. The commercial leases or HOAs shall also prepare a written operations and maintenance plan that identifies the anticipated inspection/monitoring and maintenance activities and frequencies for each BMP, including coordination requirements with City of Lincoln. Prior to the vesting of subdivision maps and issuance of building permits, the City of Lincoln shall verify that all applicable water quality measures have been integrated				

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
into applicable plans and maintenance agreements in accordance with Appendix F, the MS4 Permit, and City ordinances pertaining to stormwater quality.				
HYD-2 Floodplain Modifications. Prior to issuance of grading and building permits, parcel-level drainage studies shall be submitted to the City of Lincoln Public Works Department for review and approval. Structures and fill within the fringes of the Markham Ravine floodplain shall be considered in a detailed hydraulic analysis for their impacts on FEMA base flood elevations and flood extents. Final maps and improvements plans shall not be approved by the City if the analysis shows the project would increase base flood elevations more than 1 foot or otherwise place private property or public facilities at additional risk of flooding in a 100-year storm. In addition, the applicant shall process through FEMA a new Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) in order to map the new floodplain based on the future development and all of the proposed improvements such as bridges and drainage outfalls. FEMA shall be provided with detailed hydraulic analyses, Base Flood Elevation Data and revised floodplain maps showing the new floodplain and floodway limits. The applicant shall also coordinate with the Central Valley Flood Protection Board to obtain a permit prior to City approval of improvement plans.	Project applicant	City of Lincoln Public Works Department	Prior to issuance of grading and building permits	Review and approval of parcel-level drainage studies
HYD-3 Implement Mitigation Measure BIO-12. Refer to Section 4.4	Project applicant	City of Lincoln	Prior to approval of improvement plans or issuance of grading plans that would affect Markham or Auburn Ravines	• Avoidance of Markham and Auburn Ravine during project activities or • Completion of items outlined in the mitigation measure

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
Land Use				
MM-LU-1 All water quality detention basins shall be designed to avoid creating an increased attraction for wildlife, consistent with FAA rules and regulations including, but not limited to, FAA Advisory Circular 150/5200-33B, Hazardous Wildlife Attractants On or Near Airports and Advisory Circular 150/5200-34A, Construction or Establishment of Landfills near Public Airports.	Project applicant	City of Lincoln	Prior to approval of improvement plans	Incorporate avoidance features into design, consistent with FAA rules and regulations including
Noise				
MM-NOI-1 Noise Barriers. The applicant shall install additional sound barriers (i.e., noise wall, berm or a combination of these) and/or modifications to already-proposed sound barriers, as shown in Figure 4.1102 and described as follows: a) At the southwestern-most proposed residential lot (Receiver 24, Lot 177), a minimum 6-foot high, solid noise barrier shall be constructed along the southern lot line, so as to shield the private exterior rear and side yards. Additionally, the planned wall to the west of Receiver 24 (between the project's commercial land uses and the residential uses) should be constructed to a minimum 8 foot height from Lot 177 to Lot 182, at which point the height may be 6 feet. b) At the proposed park site along the southeastern edge of the project site (Receiver 31), the planned noise barrier should be 12 feet in height along the length of the park frontage with SR 65, at which point the wall height may then transition to 10 feet and then 8 feet.	Project applicant	City of Lincoln	Prior to issuance of certificate of occupancy permit	Installation of sound barriers
MM-NOI-2 Commercial Uses. During design review for the proposed project, the applicant shall demonstrate that outdoor areas associated with residential units will be	Project applicant	City of Lincoln	Prior to approval of improvement plans	Demonstration that outdoor areas associated with residential

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
protected from noise by one or a combination of the following and/or equally effective measures: a) 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 b) 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 c) 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 d) Truck deliveries shall be limited to daytime hours (7 a.m.–10 p.m.) AND/OR e) Signs shall be posted prohibiting Idling of delivery trucks to 10 minutes or less.				units will be protected from noise
MM-NOI-3 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: • 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 • Loudspeakers and other forms of amplification shall not be used in outdoor activity areas after 10 p.m.; AND/OR	Project applicant	City of Lincoln	Prior to the issuance of certificate of occupancy	Minimization of outdoor noise

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
• The City shall place a nuisance easement over residential lots in the vicinity of the proposed park.				
MM-NOI-4 Construction Activity Limits. a) Construction activity occurring within 500 feet of occupied residential or other NSLU shall be restricted to the hours between 7 a.m. to 7 p.m., Monday through Friday (unless extended by special permit). b) All internal combustion engines associated with stationary and mobile construction equipment shall have mufflers/silencers in good working condition equal to or better than those supplied with the equipment by the manufacturer. c) On-site construction staging and equipment and material laydown areas shall be located as far as practical from existing residential areas.	Project applicant and contractor	City of Lincoln	During construction	Restriction of Construction Activity
Recreation				
MM-REC-1 The Project Applicant shall pay in-lieu fees for the construction of parks and recreational facilities in the vicinity of the proposed project. These fees shall be determined according to the City of Lincoln Municipal Code Chapter 17.32, after considering park and open space facilities to be constructed on the project site. The fee amount shall be based upon the fair market value of the outstanding acreage of dedicated park land required by Municipal Code Section 17.32.040, according to the increase in population generated by the proposed project. The fair market value shall be determined at the time of filing the tentative map or parcel map.	Project applicant	City of Lincoln	Prior to issuance of building permits	Payment of in-lieu fees
Traffic and Circulation				
MM-TRA-1 Project applicant shall contribute to the installation of a traffic signal at the intersection of Nicolaus Road and Nelson Lane/Aviation Boulevard. These	Project applicant	City of Lincoln	Prior to recordation of the Final Map	• Payment of contribution if the PFE program is adopted

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
improvements are included in the proposed update to the City's PFE fee program. If the PFE program is adopted prior to the issuance of building permits, the PFE payment will satisfy this requirement. If the PFE update is not adopted prior to the issuance of building permits, the City may require the project applicants to construct the improvements and pay the project's fair share of the intersection improvement cost. The City would provide the project applicant with a right of reimbursement from third parties who also benefit from the improvements.				• If not, construction of the improvements and pay the project's fair share of the intersection improvement cost while receiving a right of reimbursement
MM-TRA-2 Project applicant shall contribute to the provision of separate northbound and southbound right turn lanes at the intersection of Joiner Parkway and First Street. These improvements are included in the proposed update to the City's PFE fee program. If the PFE program is adopted prior to the issuance of building permits, the PFE payment will satisfy this requirement. If the PFE update is not adopted prior to the issuance of building permits, the project applicant shall pay the project's fair share of the improvement costs.	Project applicant	City of Lincoln	Prior to recordation of the Final Map	• Payment of contribution if the PFE program is adopted • If not, construction of the improvements and pay the project's fair share of the intersection improvement cost while receiving a right of reimbursement
MM-TRA-2 Project applicant shall contribute to the provision of separate northbound and southbound right turn lanes at the intersection of Joiner Parkway and First Street. These improvements are included in the proposed update to the City's PFE fee program. If the PFE program is adopted prior to the issuance of building permits, the PFE payment will satisfy this requirement. If the PFE update is not adopted prior to the issuance of building permits, the project applicant shall pay the project's fair share of the improvement costs.	Project applicant	City of Lincoln	Prior to recordation of the Final Map	• Payment of contribution if the PFE program is adopted • If not, construction of the improvements and pay the project's fair share of the intersection improvement cost while receiving a right of reimbursement
MM-TRA-3 Project applicant shall contribute toward the provision of a protected eastbound right turn movement at the intersection of Joiner Parkway and Nicolaus Road. These improvements are included in the proposed	Project applicant	City of Lincoln	Prior to recordation of the Final Map	• Payment of contribution if the PFE program is adopted • If not, construction of the improvements and pay the

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
update to the City's PFE fee program. If the PFE program is adopted prior to the issuance of building permits, the PFE payment will satisfy this requirement. If the PFE update is not adopted prior to the issuance of building permits, the project applicant shall pay the project's fair share of the improvement costs.				project's fair share of the intersection improvement cost while receiving a right of reimbursement
MM-TRA-4 Project applicant shall contribute toward the construction of a grade-separated interchange to replace the current intersection of Nelson Lane and State Route 65. These improvements are included in the proposed update to the City's PFE fee program. If the PFE program is adopted prior to the issuance of building permits, the PFE payment will satisfy this requirement. If the PFE update is not adopted prior to the issuance of building permits, the project applicant shall pay the project's fair share of the improvement costs.	Project applicant	City of Lincoln	Prior to recordation of the Final Map	• Payment of contribution if the PFE program is adopted • If not, construction of the improvements and pay the project's fair share of the intersection improvement cost while receiving a right of reimbursement
MM-TRA-5 Project applicant shall contribute toward the provision of a channelized protected eastbound right turn movement at the intersection of State Route 65 southbound ramps and Ferrari Ranch Road. These improvements are included in the proposed update to the City's PFE fee program. If the PFE program is adopted prior to the issuance of building permits, the PFE payment will satisfy this requirement. If the PFE update is not adopted prior to the issuance of building permits, the project applicant shall pay the project's fair share of the improvement costs.	Project applicant	City of Lincoln	Prior to recordation of the Final Map	• Payment of contribution if the PFE program is adopted • If not, construction of the improvements and pay the project's fair share of the intersection improvement cost while receiving a right of reimbursement
MM-TRA-6 Project applicant shall contribute toward improvements to the Twelve Bridges Northbound Off-Ramp. The PFE program includes restriping the northbound off-ramp converting the existing shared through-right turn lane to a shared through-left turn lane.	Project applicant	City of Lincoln	Prior to recordation of the Final Map	• Payment of contribution if the PFE program is adopted • If not, construction of the improvements and pay the project's fair share of the

Mitigation Measure	Implementation	Monitoring	Timing	Performance Evaluation Criteria
If the PFE program is adopted prior to the issuance of building permits, the PFE payment will satisfy this requirement. If the PFE update is not adopted prior to the issuance of building permits, the project applicant shall pay the project's fair share of the improvement costs.				intersection improvement cost while receiving a right of reimbursement

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ORDINANCE XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING A ZONE TEXT AMENDMENT TO THE ADOPTED SUD-B NEQ GENERAL DEVELOPMENT PLAN (CITY COUNCIL RESOLUTION NO. 2019-099)

WHEREAS, the City of Lincoln adopted Ordinance No. 988B on May 28, 2019 approving the Special Use District-B Northeast Quadrant (SUD-B NEQ) General Development Plan (GDP); and

WHEREAS, Title 18, Chapter 18.32 of the Lincoln Municipal Code provides for the review of the City's Planning Commission on all Specific Development Plans and Development Permits (Design Review); and

WHEREAS, the City of Lincoln has received a request to amend the Special Use District-B Northeast Quadrant General Development Plan in conjunction with entitlements requested for the West Lincoln Square Commercial Project (Project). The amendment involves a text change to the Permitted Uses Table 2.1 on page 2-4 of the SUD B NEQ GDP which requires an entitlement (Conditional Use Permit) for an oil change facility; and

WHEREAS, the City of Lincoln City Council adopted Resolution No. 2019-098 on May 14, 2019, making findings concerning mitigation measures and alternatives, making a statement of overriding considerations, adopting a Mitigation Monitoring and Reporting Program, and certifying the Special Use District-B Northeast Quadrant Specific Plan Environmental Impact Report (EIR) (SCH # 2015032102) pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, the City, as a Lead Agency, has prepared an Addendum to the SUD-B NEQ Specific Plan EIR certified on May 14, 2019 (SCH # 2015032102), and has concluded the preparation of an additional supplemental or subsequent EIR is not required prior to approval of the proposed; and

WHEREAS, the Planning Commission of the City of Lincoln did hold a duly noticed public hearing and following discussion and public testimony on March 18, 2026, voted to recommend the City of Lincoln 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

WHEREAS, the Planning Commission of the City of Lincoln did hold a duly noticed public hearing and following discussion and public testimony and did on March 18, 2026 vote to recommend the City Council amend the SUD B General Development Plan; and

WHEREAS, a notice describing the proposed West Lincoln Square Commercial Project in the SUD-B NEQ Specific Plan area was placed in the Lincoln News Messenger and were sent to neighboring property owners pursuant to Section 18.80.30 of the Lincoln Municipal Code.

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 will not cause any environmental damage or substantially and avoidably injure fish or wildlife or their habitat because all potential impacts related to the environment have been mitigated as set forth in the Final Environmental Impact Report for the SUD-B NEQ Specific Plan, processed under SCH No. 2015032102 as documented in the SUD-B Northeast Quadrant Specific Plan Environmental Impact Report Addendum consistent with State CEQA Guidelines Section 5164 (Addendum to an EIR or Negative Declaration).

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 6. **Text Amendment.** Table 2.1 (Exhibit A) of the Special Use District-B Northeast Quadrant General Development Plan is modified as follows:

> Page 2-4, Under “Commercial Uses,” the land use category automobile service stations, Smog Centers, no including major repair or overall is changed from “Prohibited Use” to “Conditional Use Permit Required” for commercial zone only.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on April 28, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:

ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

P = Permitted by Right C = Conditional Use Permit Required X = Prohibited Use	Zoning Categories			
	RESIDENTIAL ZONE	COMMERCIAL ZONE	PUBLIC/OPEN SPACE ZONES	
Land Uses	**LDR**	**COMM**	**PARK**	**OS**
Schools, K-12, private	C	X	X	X
Schools, K-12, public	C	X	X	X
Schools, vocational	X	X	X	X
Office and Health Care Uses				
Business and professional offices	X	P	X	X
Hospitals	X	X	X	X
Medical and dental offices	X	P	X	X
Research and development; provided, however, that such uses must occur entirely within an enclosed building	X	P	X	X
Indoor veterinary clinics and animal hospitals	X	P	X	X
Outdoor veterinary clinics and animal hospitals	X	C	X	X
Commercial Uses				
Apparel and jewelry stores	X	P	X	X
Alcohol Sales (greater than 10k sf)	X	P	X	X
Automobile body, paint, maintenance and/or repair shops (w/ dealership)	X	P	X	X
Automobile parts stores, retail only	X	P	X	X
Automobile and motorcycle sales and rentals	X	P	X	X
Automobile service stations, Smog Centers, not including major repair or overhaul	X	~~X~~ C	X	X
Bakeries and delicatessens	X	P	X	X
Bars, taverns and cocktail lounges	X	C	X	X
Barber shops, beauty, nail and tanning salons and similar uses	X	P	X	X

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING AN AMENDMENT TO THE COMMERCIAL PORTION OF THE APPROVED A&P LINCOLN, LLC (PERRY-ARRILLAGA) PROPERTY LARGE TENTATIVE PARCEL MAP TO SUBDIVIDE APPROXIMATELY 40-ACRES INTO 22 COMMERCIAL PARCELS AND ANCILLARY PARCELS, LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 65 AND NELSON LANE. APN: 021-262-044-000 (PLN25-00026) APPLICANT/OWNER: LINCOLN 100, LLC

WHEREAS, the City of Lincoln received an application for the West Lincoln Square Commercial Center project, which includes: (1) an amendment to the commercial portion of the original approved Peery/Arrillaga Large Lot Tentative Subdivision Map Large Lot (City Council Resolution No. 2019-104) for the subdivision (West Lincoln Square Commercial Tentative Parcel Map) of the 40-acre parcel into a total of 22 commercial and ancillary parcels; and

WHEREAS, Tittle 17, Chapter 17.04 et seq. of the Lincoln Municipal Code provides for the review and recommendations of the City's Planning Commission on all Tentative Maps; and

WHEREAS, notices describing the proposed Tentative Parcel Map for the West Lincoln Square Commercial Project were sent to neighboring property owners pursuant to the Lincoln Municipal Code Section 17.16.150 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 twenty calendar days before the Planning Commission's public hearing; and

WHEREAS, the City of Lincoln duly noticed and held a public hearing for the Planning Commission to consider the proposed West Lincoln Square Commercial Project requests and consider the Special Use District B Northeast Quadrant Specific Plan Environmental Impact Report Addendum on March 18, 2026.

NOW THEREFORE BE IT RESOLVED:

Section 1.

This Resolution incorporates, and by this reference makes a part hereof, that the amendment to the commercial portion of the original approved Peery/Arrillaga Large Lot Tentative Subdivision Map Large Lot (City Council Resolution No. 2019-104) is being heard pursuant to Title 17 (Subdivisions) of the Lincoln Municipal Code regulating Subdivisions and the Special Use District-B Northeast Quadrant (SUD-B NEQ) General Development Plan (GDP). The amendment will create a new commercial tentative parcel map that will subdivide a property (APN: 021-262-044-000) of approximately 40 acres into 22 commercial parcels of various sizes ranging from approximately 0.24-acres to 16.33-acres. As proposed the tentative parcel map complies with Lincoln Municipal Code Section 17.20 – Parcel Maps and the SUD-B NEQ GDP. The proposed parcels anticipate inclusion of existing improvements with access off Nelson Lane and Oakbrook Drive. Connection to existing public utilities (e.g. water, sewer, etc.) would be from these frontage streets.

Section 2. Tentative Parcel Map Findings

Pursuant to Section 66474 of the Subdivision Map Act, the City Council hereby finds and determines as follows:

a. The Commercial Tentative Parcel Map is consistent with the General Plan because the map provides for the subdivision of the property to allow for development in accordance with the General Plan Land Use designations and the policies of the SUD-B NEQ Specific Plan and SUD-B NEQ GDP.

b. The design or improvement of the proposed project is consistent with the General Plan because adequate infrastructure and services are currently in the direct frontage of the property and will be available to serve the demand for services generated by the parcel map, including water, sanitary sewer, storm drain facilities and roadways.

c. The site is physically suitable for the proposed Commercial Tentative Parcel Map because the Project is planned to respect and enhance the site's natural form and environmental attributes and the proposed Project is designed to avoid areas of potential geologic instability, sensitive vegetation and wildlife resources, and significant cultural resources. The Project does not include plans to construct any buildings on or adjacent to unstable slopes.

d. The site is physically suitable for the proposed commercial development.

e. The design of the Commercial Tentative Parcel Map will not cause any environmental damage or substantially and avoidably injure fish or wildlife or their habitat because all potential impacts related to the environment have been mitigated as set forth in the Final Environmental Impact Report for the SUD-B NEQ Specific Plan, processed under SCH No. 2015032102 as documented in the SUD-B Northeast Quadrant Specific Plan Environmental Impact Report Addendum consistent with State CEQA Guidelines Section 5164 (Addendum to an EIR or Negative Declaration).

f. The design of the Project or type of improvements is not likely to cause serious public health problems since water, sewer, police, fire and solid waste services will be adequately provided to the Project.

g. The design of the Project or the type of improvements will not conflict with easements, acquired by the public at large, or access through or use of, property within the proposed project.

Section 3.

The Tentative Parcel Map for the West Lincoln Square Commercial Project (Exhibit C) is subject to the conditions set forth in Exhibit A, attached hereto and incorporated by this reference. These conditions support the findings made by the Planning Commission set forth herein.

Section 4.

Based on the findings set forth in this Resolution and the evidence in the Staff Report, the Planning Commission hereby recommends to the City Council that the Tentative Parcel Map for the West Lincoln Square Commercial Project be approved, substantially in the form on file with the Community Development Director, subject to the attached exhibits

PASSED AND ADOPTED this 28th day of April, 2026 by the following roll call vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

West Lincoln Square Commercial Center Project

The West Lincoln Square Commercial Center Project, located within the Special Use District B Northeast Quadrant (SUD-B NEQ) Specific Plan Area in the City of Lincoln (Assessor's Parcel Number 021-262-044) is approved subject to the following conditions of approval:

* (Single Asterisk) located in front of the Condition is a Modified Standard Condition
** (Double Asterisk) located in front indicates a New Condition Specific to the West Lincoln Square Commercial Center Project

Amendments to the commercial portion of the Approved COAs from A&P Lincoln, LLC (Peery-Arrillaga) Property Tentative Parcel Map			
Condition	**Timing**	**Responsible Party**	**Status**
General Conditions			
1. All development within the Special Use District B Northeast Quadrant (SUD-B NEQ} Specific Plan Area is subject to compliance with Mitigation Measures contained within the SUD-B NEQ EIR (State Clearinghouse No. 20150422008}.	General Condition	Community Development	
2. The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General Condition	Community Development	
3. The Applicant shall pay the City's actual costs of providing entitlement processing Plan review, Final Map review, GIS, administrative fee, and inspection services. This may be a combination of staff costs and direct billing for contract professional services.	General Condition	City of Lincoln	
4. All improvements required for the Peery Amended (West Lincoln Square) Tentative Commercial Parcel Map shall be designed and constructed to conform to the City of Lincoln Municipal Code, Section 17, Design Criteria and Procedures Manual and Public Facilities Improvement Standards or as modified by these Conditions of Approval, or as approved by the City Engineer and/or Community Development Director.	General Condition	Development Engineering and City Engineer	

Amendments to the commercial portion of the Approved COAs from A&P Lincoln, LLC (Peery-Arrillaga) Property Tentative Parcel Map			
Condition	**Timing**	**Responsible Party**	**Status**
5. **If there is a conflict between the Project Development Agreement and the Conditions of Approval, the Development Agreement shall prevail. In case of any conflicts between these conditions of approval and the previously approved Conditions of approval under Resolutions 2019-104 & 105 arise, the Applicant/Owner shall cooperatively work on a resolution with the City of Lincoln within the provisions of the approved SUD-B Specific Plan, Infrastructure Financing Plan & the Peery Developer Agreement	General Condition	Community Development and City Engineer	
6. As set forth in the City's Public Facilities Element Fee (PFE program), the project is subject to Infrastructure and Capital Facility Impact Fees categories including but not limited to, Wastewater Fee; Reclaimed or Raw Water Fee; Drainage Fee; Water Fee; Transportation Fee; and Community Services Fees which includes Parks, City Administration, Fire, Police, Solid Waste, and Library.	General Condition	Support Services	
7. * The Peery Amended (West Lincoln Square) Tentative Commercial Parcel Map shall be subject to those provisions set forth in the approved SUD-B NEQ Specific Plan (adopted by Resolution No. 2019-100, dated May 14, 2019), the SUD-B NEQ General Development Plan (adopted by Ordinance No. 988B), the A&P Lincoln, LLC (Peery-Arrillaga) Property Development Agreement (adopted by Ordinance No. 989B), and as may be subsequently amended	General Condition	Community Development	
8. The Peery Amended (West Lincoln Square) Tentative Commercial Parcel Map approval is valid for two (2) years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.G(e), or extended by the terms of a Development Agreement.	General Condition	City of Lincoln	

Amendments to the commercial portion of the Approved COAs from A&P Lincoln, LLC (Peery-Arrillaga) Property Tentative Parcel Map			
Condition	**Timing**	**Responsible Party**	**Status**
9. All improvements and construction within the project shall be consistent with the approved Peery Amended (West Lincoln Square) Tentative Commercial Parcel Map and consistent with the previously approved Peery Property Large Lot Tentative Map and Small Lot Tentative Map under City Council Resolutions 2019-104 & 105.	General Condition	Community Development	
10. The ability to proceed under any approvals, entitlements, or authorizations granted by this action, including the recordation of Final Map, are contingent upon compliance with the terms and conditions of the Annexation Process from Placer County, the SUD-B NEQ Specific Plan, the General Development Plan, and the A&P Lincoln LLC (Peery- Arrillaga) Property Development Agreement.	General Condition	Community Development	
11. Prior to City Council approval of any Final Maps in the project area, the installation timing of specific offsite improvements associated with the project shall have been established to the satisfaction of the City Engineer.	General Condition	Development Engineering and City Engineer	
Final Map			
12. Applicant/Owner shall design and construct all proposed frontage backbone public improvements, if not constructed by others, to include traffic signals along Nelson Road and Oakbrook Dr, offsite and onsite public water, sewer and lift station facilities as noted on the approved Peery Amended (West Lincoln Square) Tentative Commercial Parcel Map to the satisfaction of the City Engineer.	Prior to any building Occupancy	Development Engineering and City Engineer	

Amendments to the commercial portion of the Approved COAs from A&P Lincoln, LLC (Peery-Arrillaga) Property Tentative Parcel Map			
Condition	**Timing**	**Responsible Party**	**Status**
13. Prior to the approval of each Final Parcel Map, the Developer shall enter into a standard City Frontage Agreement with the City identifying the public improvements, as noted on the approved tentative parcel map, to be constructed. The Developer shall provide security, in one of the standard forms acceptable to the City Attorney and consistent with the Subdivision Map Act guaranteeing construction of the improvements. The City may accept proceeds from any bond sale for security in the manner authorized by Government Code Sections 66462(a)(2)(b) and 66499.5.	Prior to each Final Parcel Map approval	Community Development and City Engineer	
14. Arrangements shall be made by the Subdivider during the review of Final Parcel Map by the City for the abandonment of any existing easements and/or right-of-way no longer required as well as arrangements for the dedication of new easements and/or rights-or-way required to carry out project conditions of approval. Separate document easements required by the City shall be prepared by a licensed land surveyor and submitted for review by the City Surveyor, Community Development Department and City Engineer.	Prior to Final Parcel Map approval	Community Development and City Engineer	
15. ** Commercial frontage landscaping along Nelson Lane & Oakbrook Drive shall be privately maintained, and any existing public landscape easement shall be abandoned.	Concurrent with/prior to the first Final Parcel Map Approval	Development Engineering and City Engineer	
16. The Landowner shall convey all groundwater rights to the City of Lincoln with the recordation of any Final Maps.	Prior to recordation of Final Parcel Map approval	Community Development and City Engineer	

Amendments to the commercial portion of the Approved COAs from A&P Lincoln, LLC (Peery-Arrillaga) Property Tentative Parcel Map			
Condition	**Timing**	**Responsible Party**	**Status**
17. A Specific Development Plan (Master Plan) and Development Permit is required for development of the parcels created by the tentative parcel map.	General Condition	Community Development	
18. Approval of this tentative parcel map does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval.	General Condition	City of Lincoln	
19. **The Owner shall design, build and dedicate public utility easements for sewer, water, and the lift station of a size established by City Standards and Specifications and consistent with the approved tentative parcel map. b. ** The owner shall dedicate a blanket access easement over the mapped area for maintenance of water, sewer appurtenances as well as for fire & public safety purposes to the satisfaction of the Community Development Director. c. Private utility easements over utility pipes being shared between parcels may be required.	Prior to Final Parcel Map approval	Community Development and City Engineer	
20. Applicant/Owner shall prepare legal descriptions and plats for submission for all dedications required along with the necessary deposit for technical reviews by the City Surveyor, if not offered on the parcel map.	Concurrently with the Final Parcel Map approval	Community Development and City Engineer	

Amendments to the commercial portion of the Approved COAs from A&P Lincoln, LLC (Peery-Arrillaga) Property Tentative Parcel Map			
Condition	**Timing**	**Responsible Party**	**Status**
21. **The Owner shall convey LOT-E as a public sewer lift station lot.	Concurrently with the Final Parcel Map approval	Community Development and City Engineer	
22. The words "traffic control appurtenances" shall be included on the cover sheet of Final Map in the list of utilities allowed in public utility easements (PUE's) located along public roads.	Prior to Final Parcel Map approval	Development Engineering City Engineer	
23. a. The Owner/Developer shall record all easements and reciprocal use agreements between parcels for construction, use, and maintenance of any shared private infrastructure, reciprocal storm drainage maintenance areas, common drives, or landscaping. b. A draft shall be submitted for City of Lincoln legal review prior to recordation.	Concurrently with each final Parcel Map Approval	Community Development	
24. The project shall provide a reciprocal parking, access and maintenance agreement to provide for cross-parcel circulation between all parcels for legal review & approval.	Prior to each Final Parcel Map Approval	Development Engineering & City Engineer	

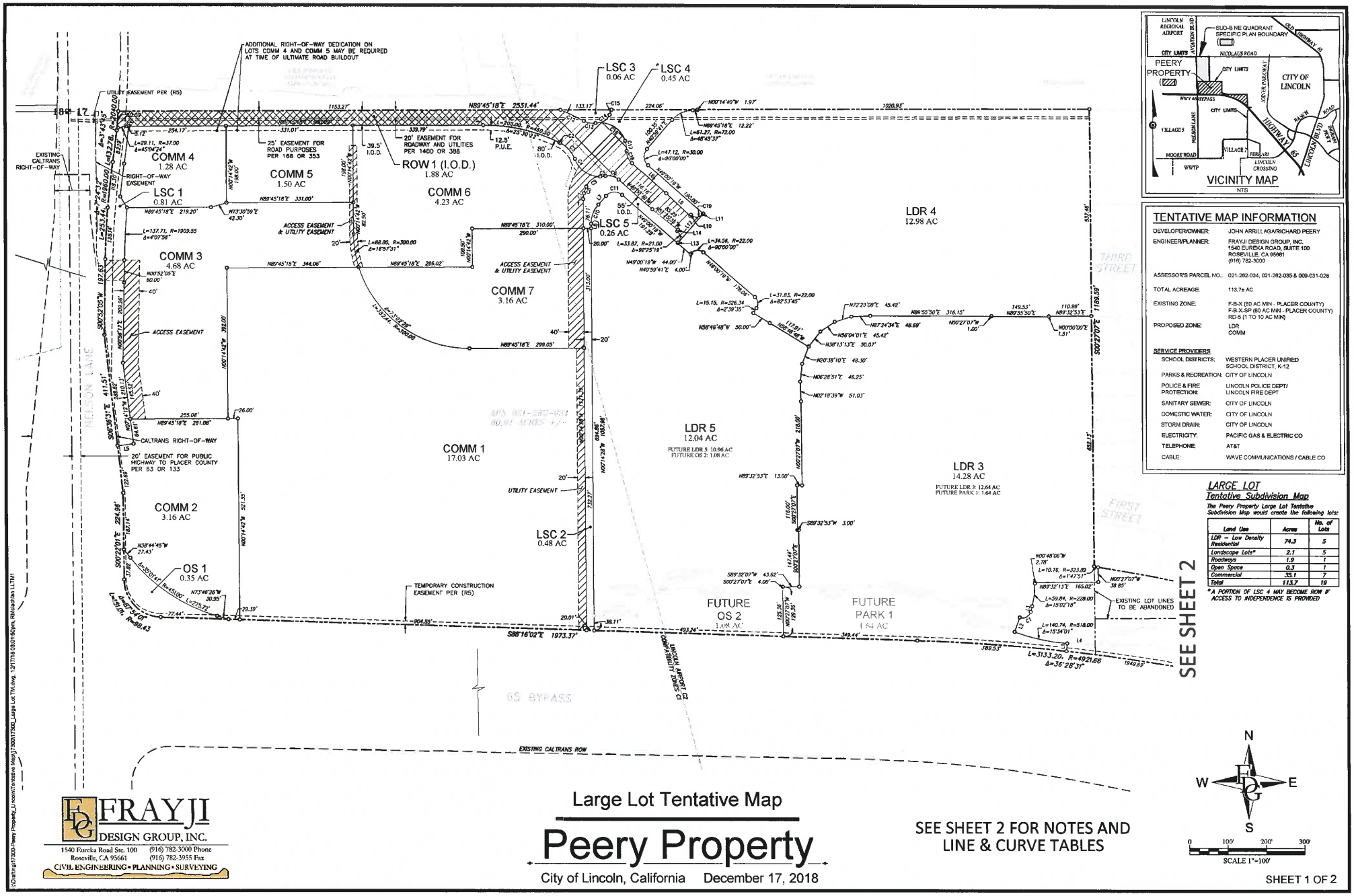
Amendments to the commercial portion of the Approved COAs from A&P Lincoln, LLC (Peery-Arrillaga) Property Tentative Parcel Map			
Condition	**Timing**	**Responsible Party**	**Status**
25. A note shall be placed on the final Parcel Map as follows: “A grading permit shall be required prior to any work on any parcel.”	Prior to final Parcel Map Approval	Community Development	
26. A note shall be placed on the final Parcel Map as follows: “No building is proposed with this minor subdivision. Development of the parcels is subject to the Lincoln Municipal Code and those provisions set forth in the approved SUD-B Specific Plan, General Development Plan and Development Standards for the Plan Area”.	Prior to final Parcel Map Approval	Community Development	
27. The Applicant shall provide to the Community Development Department copies of the Final Parcel Map after the City Engineer's approval but prior to City Council approval: Two digital copies of the Final Map in DWG format compatible with the City's mapping and PDF One plot or print of the submittal	Prior to Final Map approval	Community Development and City Engineer	
28. Prior to recordation of a final parcel map, the Subdivider shall file with the Placer County Clerk, a certificate from the Placer County Tax Collector's Office indicating that no liens against the subdivision or any part thereof exist for unpaid State, County, Municipal or local taxes or special assessments collected with taxes, except those not yet due and payable.	Prior to Final Parcel Map Approval	Development Engineering and City Engineer	

Amendments to the commercial portion of the Approved COAs from A&P Lincoln, LLC (Peery-Arrillaga) Property Tentative Parcel Map			
Condition	**Timing**	**Responsible Party**	**Status**
29. After recording the Final Map, the Developer shall provide to the City Engineer one copy of the recorded Final Map on Mylar to the satisfaction of the City Engineer.	Immediately after recordation of Final Parcel Map	Community Development and City Engineer	
30. If not dedicated with the peery Phase 2 residential final map, the subdivider shall dedicate easements(IOD) for public street & highway purposes for Oakbrook Drive and Nelson Lane and dedicate all public service easements for future public improvements required to serve the lots as shown on the approved tentative parcel map dated Feb. 11, 2026, to the satisfaction of the City Engineer. Development of the parcels shown on the parcel map may require additional approvals from the City.	Concurrent with filing the Final Parcel Map with the City Council	Development Engineering, City Engineer	
31. The Owner shall establish a funding mechanism for the ongoing maintenance and operations of localized landscaping, parks, stormwater, street, and streetlighting facilities associated with the project that will fall under City maintenance responsibility, and the project's share of ongoing maintenance and operations corresponding to Citywide facilities. This funding mechanism may consist of a Special Tax, Community Facilities District (CFD), or endowment, at the City's discretion. All costs associated with meeting this condition shall be paid by the Owner, and compliance with this condition shall be to the satisfaction of the City Engineer. Annual maintenance and operations costs will be assigned proportionately to the project parcel(s) and annual adjustments may be applied based on the annual change in the Consumer Price Index (CPI) plus 3% or another escalator to keep up with inflationary increases in maintenance costs as determined by the City. Annexation into a maintenance CFD, such as the City's CFD No. 2018-1, will satisfy this requirement.	Prior to Final Parcel Map Approval	Community Development, Finance Manager & City Engineer	

Amendments to the commercial portion of the Approved COAs from A&P Lincoln, LLC (Peery-Arrillaga) Property Tentative Parcel Map			
Condition	**Timing**	**Responsible Party**	**Status**
32. The Development Agreement shall address the obligation of the Developer to reimburse for facilities constructed by third parties which benefit the Developer, if any.	Prior to Recordation of Final Map	Community Development	

⮜END⮞

Exhibit B



TENTATIVE MAP INFORMATION

DEVELOPER/OWNER:	JOHN ARRILLAGA/RICHARD PEERY
ENGINEER/PLANNER:	FRAYJI DESIGN GROUP, INC. 1540 EUREKA ROAD, SUITE 100 ROSEVILLE, CA 95661 (916) 782-3000
ASSESSOR'S PARCEL NO.:	021-262-034, 021-262-035 & 009-031-028
TOTAL ACREAGE:	113.7± AC
EXISTING ZONE:	F-B-X (80 AC MIN - PLACER COUNTY) F-B-X-SP (80 AC MIN - PLACER COUNTY) RD-5 (1 TO 10 AC MIN)
PROPOSED ZONE:	LDR COMM

SERVICE PROVIDERS

SCHOOL DISTRICTS:	WESTERN PLACER UNIFIED SCHOOL DISTRICT, K-12
PARKS & RECREATION:	CITY OF LINCOLN
POLICE & FIRE PROTECTION:	LINCOLN POLICE DEPT/ LINCOLN FIRE DEPT
SANITARY SEWER:	CITY OF LINCOLN
DOMESTIC WATER:	CITY OF LINCOLN
STORM DRAIN:	CITY OF LINCOLN
ELECTRICITY:	PACIFIC GAS & ELECTRIC CO
TELEPHONE:	AT&T
CABLE:	WAVE COMMUNICATIONS / CABLE CO

LARGE LOT Tentative Subdivision Map

The Peery Property Large Lot Tentative Subdivision Map would create the following lots:

Land Use	Acres	No. of Lots
LDR – Low Density Residential	74.3	5
Landscape Lots*	2.1	5
Roadways	1.9	1
Open Space	0.3	1
Commercial	35.1	7
Total	113.7	19

*A PORTION OF LSC 4 MAY BECOME ROW IF ACCESS TO INDEPENDENCE IS PROVIDED

FRAYJI DESIGN GROUP, INC.
1540 Eureka Road Ste. 100 (916) 782-3000 Phone
Roseville, CA 95661 (916) 782-3955 Fax
CIVIL ENGINEERING • PLANNING • SURVEYING

Large Lot Tentative Map

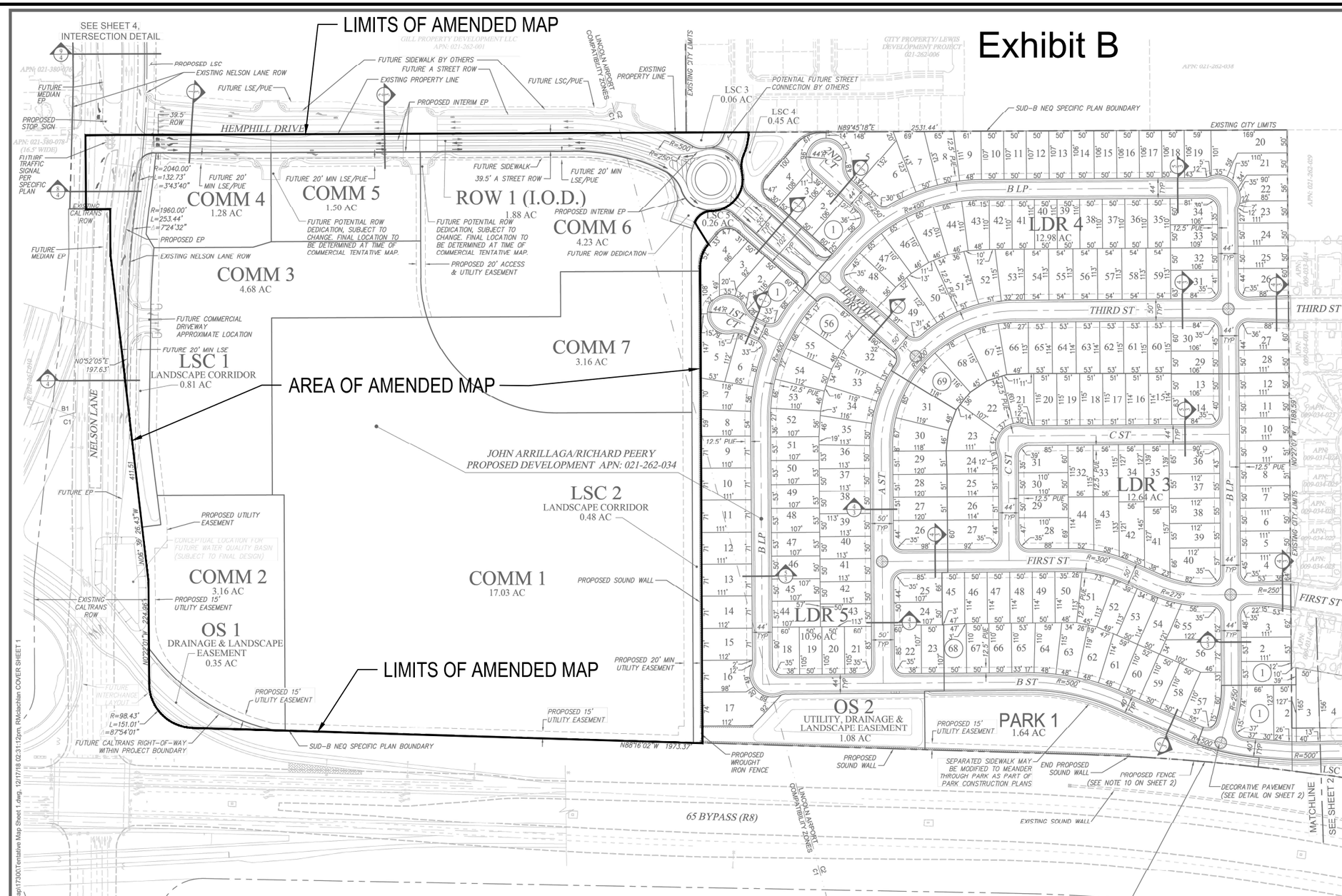
Peery Property

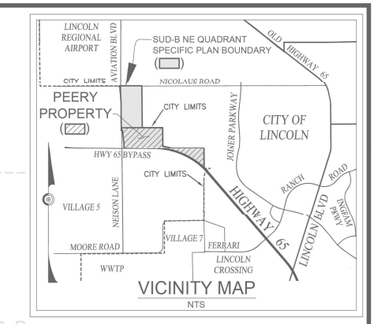
City of Lincoln, California December 17, 2018

SEE SHEET 2 FOR NOTES AND LINE & CURVE TABLES

SHEET 1 OF 2

Exhibit B





TENTATIVE MAP INFORMATION

DEVELOPER/OWNER: JOHN ARRILLAGA/RICHARD PEERY

ENGINEER/PLANNER: FRAYJI DESIGN GROUP, INC.
1540 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 782-3000

ASSESSOR'S PARCEL NO.: 021-262-034, 021-262-035 & 009-031-028

TOTAL ACREAGE: 113.6± AC

EXISTING ZONE: F-B-X (80 AC MIN - PLACER COUNTY)
F-B-X-SP (80 AC MIN - PLACER COUNTY)
RD-5 (1 TO 10 AC MIN)

PROPOSED ZONE: LDR
COMM

SUBDIVISION DEVELOPMENT
LOT SUMMARY:

SMALL LOT TENTATIVE MAP
325 SINGLE FAMILY

SMALLEST: 5,276 S.F.
LARGEST: 14,450 S.F.
AVERAGE: 6,705 S.F.

DENSITY:

	DU	ACRES
LDR 1: 5.1 DU/ACRE	101	19.95
LDR 2: 4.1 DU/ACRE	31	7.63
LDR 3: 5.4 DU/ACRE	68	12.64
LDR 4: 5.3 DU/ACRE	69	12.98
LDR 5: 5.1 DU/ACRE	56	10.96
TOTAL	325	**64.16 AC**

COMMERCIAL DEVELOPMENT

PARCEL 1: COMM 1 = 17.03 AC
PARCEL 2: COMM 2 = 3.17 AC
PARCEL 3: COMM 3 = 4.68 AC
PARCEL 4: COMM 4 = 1.28 AC
PARCEL 5: COMM 5 = 1.50 AC
PARCEL 6: COMM 6 = 4.23 AC
PARCEL 7: COMM 7 = 3.16 AC
TOTAL **35.05 AC**

PARK/OPEN SPACE/LANDSCAPE CORRIDORS

PARK 1 = 1.64 AC
PARK 2 = 2.41 AC
4.05 AC PARK TOTAL

OS 1 = 0.34 AC
OS 2 = 1.08 AC
OS 3 = 3.85 AC
5.27 AC OS TOTAL

LSC 1 = 0.01 AC
LSC 2 = 0.48 AC
LSC 3 = 0.06 AC
LSC 4 = 0.45 AC
LSC 5 = 0.26 AC
LSC 6 = 1.14 AC
3.20 AC LSC TOTAL

PROPOSED ROW DEDICATION
PROPOSED HEMPHILL DRIVE ROW = **1.88 AC** ROW TOTAL
(EXCLUDES RESIDENTIAL PORTION OF HEMPHILL DRIVE)

TENTATIVE MAP INFORMATION CONTINUED ON SHEET 2.

SEE SHEET 2 FOR COVER SHEET TENTATIVE MAP NOTES.

FRAYJI DESIGN GROUP, INC.
1540 Eureka Road Ste. 100 (916) 782-3000 Phone
Roseville, CA 95661 (916) 782-3955 Fax
CIVIL ENGINEERING • PLANNING • SURVEYING

TRAVEL LANE DIRECTION LEGEND
PROPOSED FUTURE EXISTING

Cover Sheet (1 of 2)
Tentative Subdivision Map
Peery Property
City of Lincoln, California December 17, 2018

REGISTERED PROFESSIONAL ENGINEER TONY J. FRAYJI NO. 57265 EXP. _____ CIVIL STATE OF CALIFORNIA

N W E S
0 100' 200' 300'
SCALE 1"=100'

SHEET 1 OF 8

I:\Drafting\17300-Peery Property_Lincoln\Tentative Map\17300TTentative Map Sheet 1.dwg, 12/17/18 02:31:12pm, RMclachlan COVER SHEET 1

SCALE:	BENCH MARK	COMPUTED	
HORIZ. 1" = PER PLAN		DESIGNED	
VERT. 1" = N/A		DRAWN	
		PROJ. ENGR.	

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

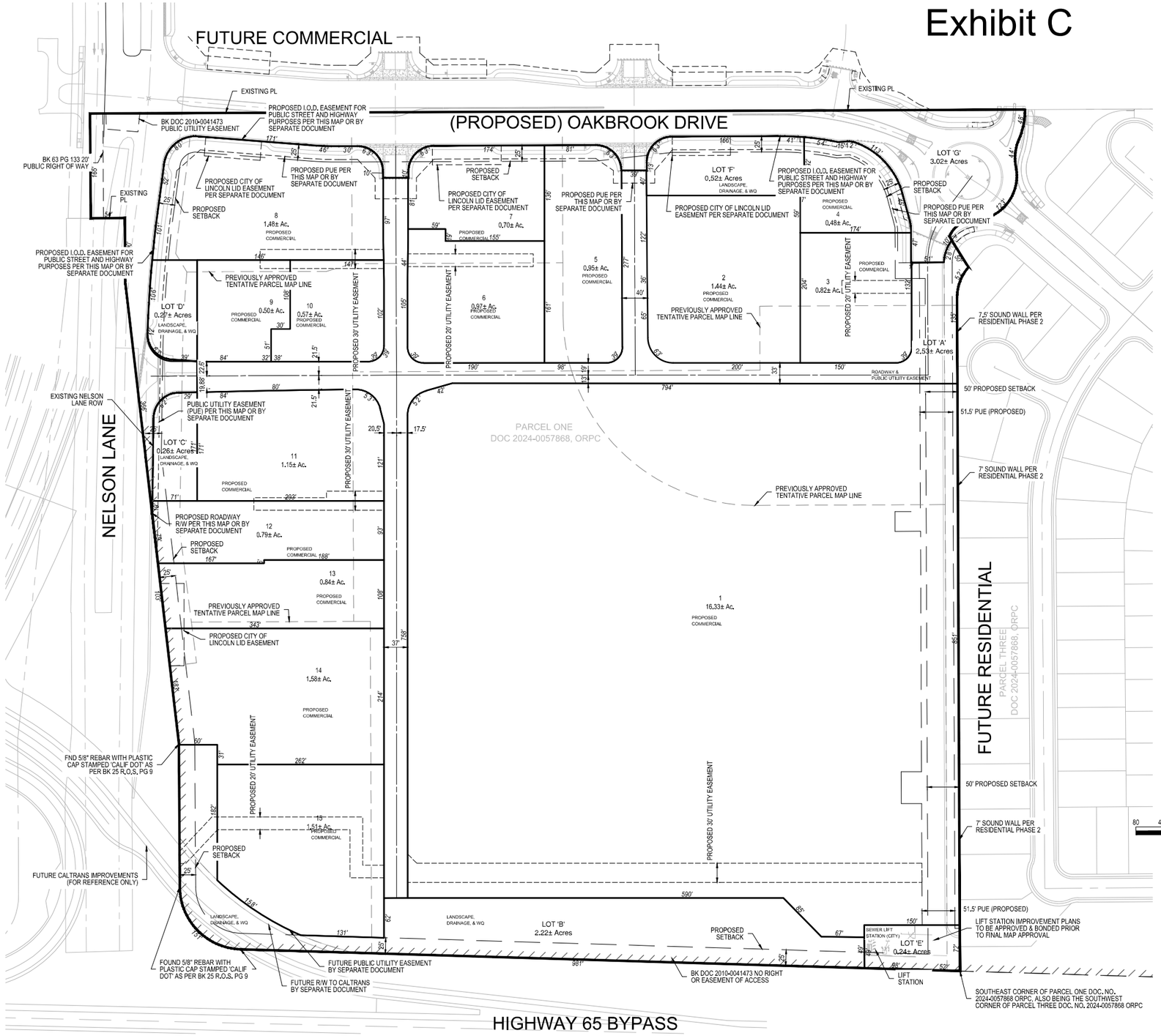
SPECIAL USE DISTRICT B NORTHEAST QUADRANT SPECIFIC PLAN
WEST LINCOLN SQUARE
PEERY AMENDED TENTATIVE COMMERCIAL PARCEL MAP
LINCOLN, CALIFORNIA

DATE 02/11/2026
SHEET TPM-1
OF 1 4

JOB NO. 25-0014-00

Dwg: X:\2025\25-0014-00 LINCOLN WEST COMMERCIAL\DWG\PLAN\WORKING\25001400-TPM01.DWG | Saved 02-11-26 12:22pm AJRBE

Exhibit C

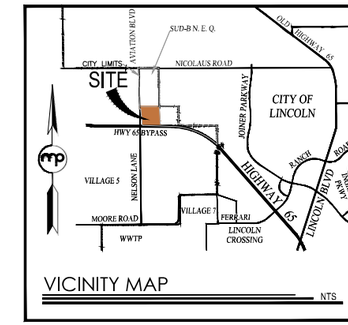


AMENDED TENTATIVE MAP STATEMENT

I HEREBY STATE THAT THIS AMENDED TENTATIVE MAP ACCURATELY DEPICTS THE LOCATION, WIDTH, TYPE AND RECORDING INFORMATION OF ALL RECORD EASEMENTS LISTED IN PRELIMINARY TITLE REPORT ISSUED BY CHICAGO TITLE INSURANCE COMPANY ORDER NO 98206430-982-SK-JM DATED APRIL 28, 2025. ALL EASEMENTS PROPOSED TO BE ABANDONED OR QUIT CLAIMED. IF PRIVATE ARE IDENTIFIED, EASEMENTS THAT CANNOT BE LOCATED FROM RECORD INFORMATION ARE LISTED IN THE NOTES.

SIGN_____ DATE _____

THIS MAP ACCURATELY CONFORMS TO SECTION LMC 17.18.040 & 17.16.020/030 AND 16.48.060 OF THE LINCOLN CITY CODE.



APPLICANT

LINCOLN 100, LLC
221 WALNUT CREEK CT.
DANVILLE, CA 94506
CONTACT: AMAR SIDHU
PHONE: (510) 579-3326
EMAIL: amarssidhu@yahoo.com

ENGINEER/PLANNER

MORTON & PITALO, INC.
600 COOLIDGE DRIVE, STE. 140
FOLSOM, CA 95630
CONTACT: GREG BARDINI
PHONE: (916) 927-2400
EMAIL: gbardini@mpengr.com

REGISTERED PROFESSIONAL ENGINEER GREGORY J. BARDINI No. 50725 CIVIL STATE OF CALIFORNIA

UTILITY PROVIDERS

WATER:	CITY OF LINCOLN
SEWER:	CITY OF LINCOLN
GAS AND ELECTRIC:	PG&E
TELEPHONE:	CONSOLIDATED COMMUNICATIONS
CABLE TV:	WAVE

SERVICE PROVIDERS

SCHOOL DISTRICT:	WESTERN PLACER UNIFIED
PARKS & RECREATION:	CITY OF LINCOLN
FIRE PROTECTION:	CITY OF LINCOLN
POLICE PROTECTION:	CITY OF LINCOLN
STORM DRAINAGE:	CITY OF LINCOLN
SOLID WASTE:	CITY OF LINCOLN

PROJECT INFORMATION

ASSESSOR PARCEL NUMBERS	021-262-044
USE:	VACANT, COMMERCIAL
EXISTING ZONING:	COMMERCIAL (C)
PROPOSED ZONING:	COMMERCIAL (C)
EXISTING GENERAL PLAN:	COMMUNITY COMMERCIAL (CC)
PROPOSED GENERAL PLAN	COMMUNITY COMMERCIAL (CC)

EXISTING	#	ACRES	PROPOSED	#	ACRES
EXISTING NUMBER OF PARCELS	1	40 ± AC	PROPOSED NUMBER OF PARCELS	21	40.0 ± AC

PROJECT INFORMATION

1. LOT LINES MAY BE ADJUSTED AT THE TIME OF THE FINAL MAP PROVIDED THE GENERAL LOTTING SCHEME IS PRESERVED AND NO NEW ADDITIONAL LOTS ARE CREATED, SUBJECT TO THE APPROVAL OF THE CITY OF LINCOLN.
2. PURSUANT TO GOVERNMENT CODE SECTION 66456.1 THE SUBDIVIDER MAY FILE MULTIPLE FINAL MAPS BASED UPON THIS TENTATIVE MAP, THE FILING OF A FINAL MAP ON A PORTION OF THIS TENTATIVE MAP SHALL NOT INVALIDATE ANY PART OF THIS TENTATIVE MAP, INCLUDING THE AUTHORITY OF THE LOCAL AGENCY TO IMPOSE REASONABLE CONDITIONS RELATING TO THE FILING OF MULTIPLE FINAL MAPS.
3. LOTS MAY BE DEVELOPED IN ANY SEQUENCE PROVIDED PUBLIC SAFETY ISSUES ARE ADDRESSED, SUBJECT TO THE APPROVAL OF THE CITY OF LINCOLN. MODIFICATIONS TO UTILITY SERVICE, ACCESS, AND THE PARCELIZATION SCHEME ARE SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF LINCOLN COMMUNITY DEVELOPMENT RESOURCE AGENCY.
4. MINOR ADJUSTMENT TO THE DEPICTED LOT AND STREET PATTERN IS PERMITTED PROVIDED THE OVERALL DEVELOPMENT PATTERN REMAINS SUBSTANTIALLY THE SAME, SUBJECT TO THE APPROVAL OF THE CITY OF LINCOLN.
5. ALL UTILITY SYSTEMS ILLUSTRATED ON THE TENTATIVE MAP ARE SUBJECT TO CHANGE AT THE TIME OF FINAL DESIGN WITH THE APPROVAL OF THE CITY OF LINCOLN.
6. GRADING SHOWN ON THIS TENTATIVE MAP ILLUSTRATES A GENERAL GRADING CONCEPT AND IS SUBJECT TO CHANGE AT THE TIME OF FINAL DESIGN.
7. LOTS TO BE CONVEYED TO, AND MAINTAINED BY, THE CITY OF LINCOLN LISTED BELOW.
   7.1. LOT E IS A SEWER LIFT STATION PARCEL TO BE DEDICATED TO THE CITY OF LINCOLN AND TO BE APPROVED AND BONDED PRIOR TO FINAL MAP RECORDATION.
8. LOT A TO BE PRIVATELY MAINTAINED, WITH PUBLIC EASEMENT FOR WATER AND SEWER PURPOSES.
9. PROPOSED EASEMENT WIDTHS AND ALIGNMENTS SHOWN ARE SUBJECT TO CHANGE AT THE TIME OF FINAL DESIGN, AND SUBJECT TO THE APPROVAL OF THE CITY OF LINCOLN.
10. THIS TENTATIVE MAP CONTAINS 4 SHEETS. SEE INCLUDED PRELIMINARY PLANS FOR MORE DETAILS ON THE PROPOSED PROJECT.
11. ALL NON-STANDARD ITEMS MUST BE JUSTIFIED AND MITIGATED FOR AND REQUIRE CITY ENGINEER APPROVAL. IF NON-STANDARD ITEMS ARE NOT SPECIFICALLY IDENTIFIED ON THE TENTATIVE MAP, THEY ARE SPECIFICALLY NOT APPROVED.
12. OFFSITE & ONSITE IMPROVEMENTS SHALL BE REQUIRED PRIOR TO ANY BUILDING PERMIT TO THE SATISFACTION OF THE CITY ENGINEER.
13. ALL ONSITE INFRASTRUCTURE, UNLESS AS NOTED ON THE PARCEL MAP, SHALL BE PRIVATE.
14. ALL ONSITE LANDSCAPING SHALL BE PRIVATELY MAINTAINED.
15. DEVELOPMENT SHALL BE SUBJECT TO REQUIREMENTS OF THE APPROVED SUD-B IFP & SPECIFIC PLAN REQUIREMENTS.
16. ALL SIDEWALKS TO BE CONTAINED IN PUBLIC ACCESS EASEMENT.
17. DEDICATIONS OF OFFSITE EASEMENTS AND CONSTRUCTION OF OFFSITE INFRASTRUCTURE SHALL BE REQUIRED PRIOR TO ANY BUILDING PERMIT ISSUANCE AND PARCEL MAP ACCEPTANCE.

TENTATIVE MAP NOTES

SCALE:	BENCH MARK	COMPUTED	
HORIZ. 1" = PER PLAN		DESIGNED	
VERT. 1" = N/A		DRAWN	
		PROJ. ENGR.	

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web: www.mpengr.com

SPECIAL USE DISTRICT B NORTHEAST QUADRANT SPECIFIC PLAN

WEST LINCOLN SQUARE

PEERY AMENDED TENTATIVE COMMERCIAL PARCEL MAP

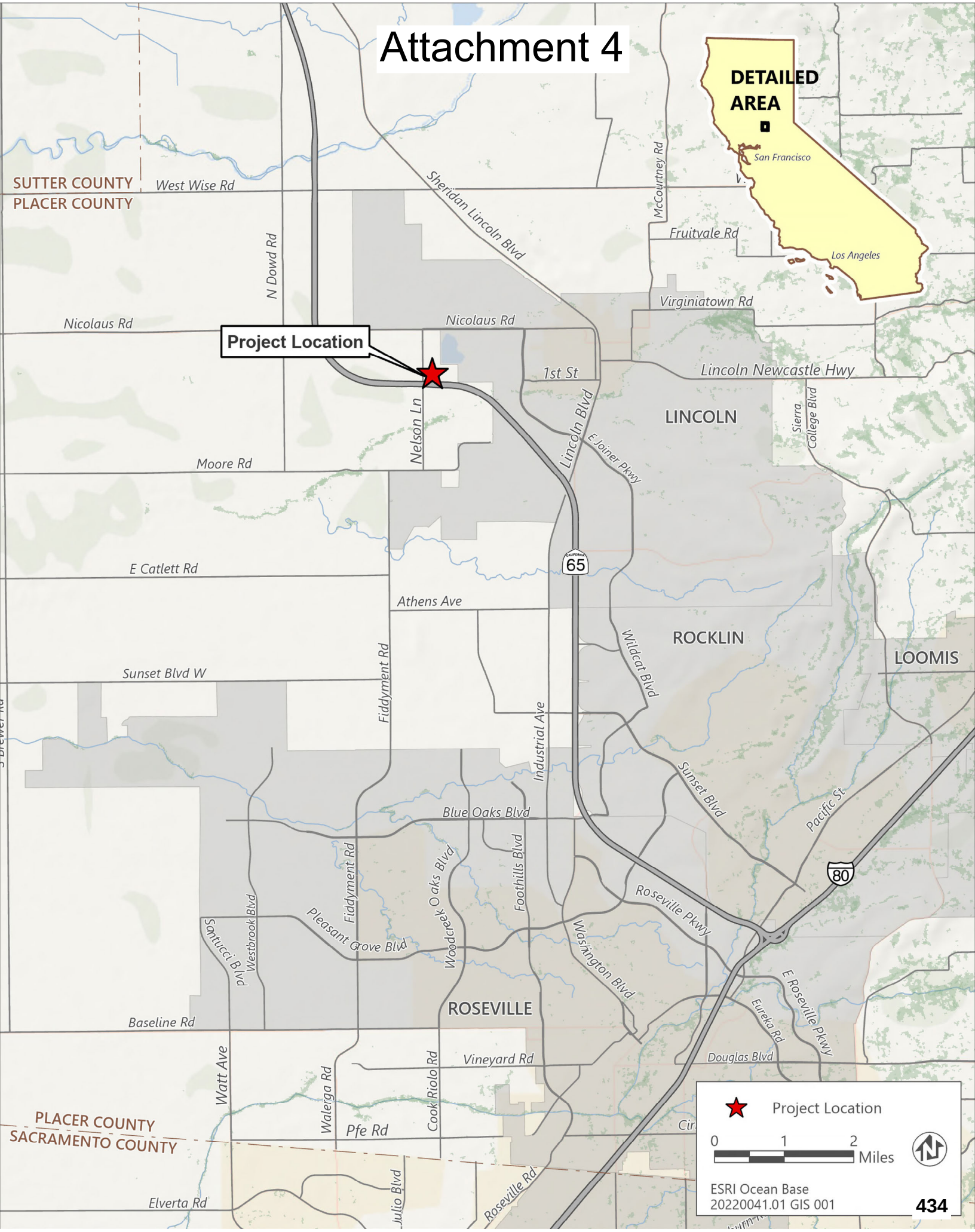
LINCOLN, CALIFORNIA

DATE 02/11/2026
SHEET TPM-2
OF 2 4

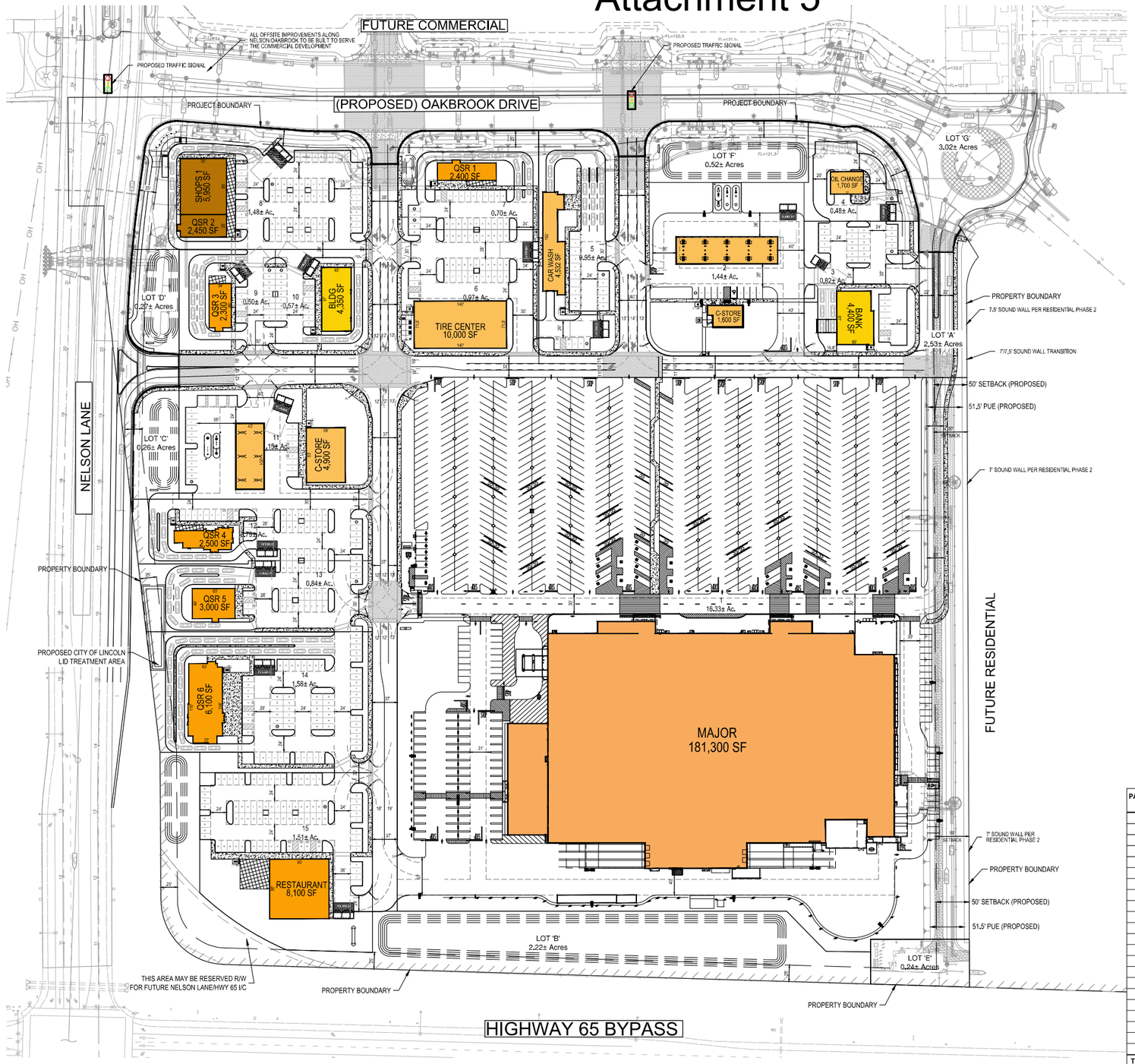
JOB NO. 25-0014-00

Dwg: X:\2025\25-0014-00 LINCOLN WEST COMMERCIAL\DIV0\PLAN\WORKING\250014-PD1-TPM01.DWG | Saved: 02-11-26 12:22pm AURIBE

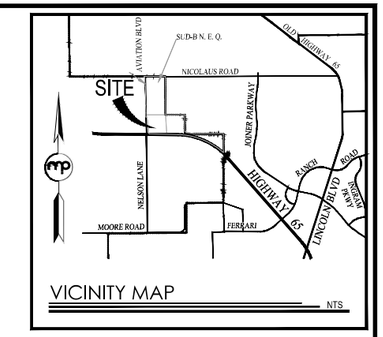
Attachment 4



Attachment 5

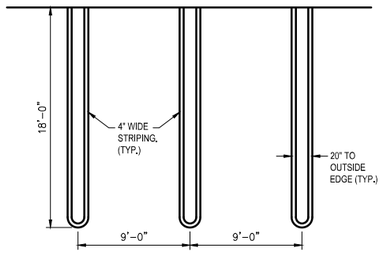


CITY OF LINCOLN, CA
APN: 021-262-044
ZONING:
CURRENT: C COMMERCIAL
PROPOSED: C COMMERCIAL
LAND USE:
CURRENT: CC COMMUNITY COMMERCIAL
PROPOSED: CC COMMUNITY COMMERCIAL
SETBACKS:
FRONT: 25 FEET
REAR: NONE *(10' ADJACENT TO RESIDENTIAL)*
SIDE: NONE *(10' ADJACENT TO RESIDENTIAL)*
PARKING STANDARDS: (90 DEGREE)
STALL WIDTH: *9* FEET
STALL LENGTH: *18* FEET
AISLE WIDTH: *24* FEET



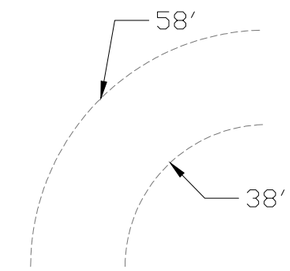
VICINITY MAP NTS

GRAPHIC SCALE
80 40 0 80 160
1 in = 80 ft



TYPICAL PARKING DETAIL NO SCALE

TYPICAL LIGHT DETAIL NO SCALE



TURNING RADIUS NO SCALE

PARCEL	PARCEL (Acres)	BUILDING	USE	SF (lot coverage)	CODE per/SF	BY USE #Prkg	PARKING PROVIDED	ACCESSIBLE	EV Capable[3]	EVCS[3]	BIKE (Short Term)	BIKE (Long Term)
1	16.33	Major	Retail	181,300	250	725	727	15	145	36	TBD	tbd per employees
2	1.44	Fuel	Auto Service Station	1,600	1000	2	10	1	0	0	2 req. 2 prov.	tbd per employees
3	0.82	Bank	Bank	4,400	250	18	29	1	4	0	2 req. 2 prov.	tbd per employees
4	0.48	Oil Change	Oil / Lube Center	1,700	250	7	8	1	0	0	2 req. 2 prov.	tbd per employees
5	0.95	Car Wash	Car Wash	4,532	1000	5	20	2	0	0	2 req. 2 prov.	tbd per employees
6	0.97	Tire Center	Tire Center	10,000	250	40	40	2	4	0	2 req. 2 prov.	tbd per employees
7	0.70	QSR 1	QSR	2,400	100	24	24	2	4	0	2 req. 2 prov.	tbd per employees
8	1.48	Shops 1/QSR 2	Retail/Eating Establishment	8,400	125	67	68	4	13	4	3 req. 3 prov.	tbd per employees
9	0.50	QSR 3	QSR	2,300	100	23	14	2	4	0	2 req. 2 prov.	tbd per employees
10	0.57	BLDG	Bank	4,350	250	17	16	2	4	0	2 req. 2 prov.	tbd per employees
11	1.15	C. Store	Auto Service Station/Carwash	4,950	1000	5	20	2	4	0	2 req. 2 prov.	tbd per employees
12	0.79	QSR 4	QSR	2,500	100	25	41	2	4	0	2 req. 2 prov.	tbd per employees
13	0.84	QSR 5	QSR	3,000	100	30	31	2	4	0	2 req. 2 prov.	tbd per employees
14	1.58	QSR 6	QSR	6,100	100	61	70	4	8	3	4 req. 4 prov.	tbd per employees
15	1.51	Restaurant	Restaurant	8,100	100	81	83	4	17	4	4 req. 4 prov.	tbd per employees
A	2.53		Roadway & Utilities									
B	2.22		Landscape, Drainage, & WQ									
C	0.26		Landscape, Drainage, & WQ									
D	0.27		Landscape, Drainage, & WQ									
E	0.24		Sewer Lift Station (City)									
F	0.52		Landscape, Drainage, & WQ									
G	3.02		Roadway, IOD, & R/W									
TOTAL	**39.17**			**245,632**		**1,130**	**1,201**	**46**	**215**	**47**	**35 req. 35 prov.**	**tbd per employees**
FAR				**0.1440**								

SCALE:
HORIZ. 1" = PER PLAN
VERT. 1" = N/A

BENCH MARK LINCOLN GPS - STATION ID 110
ELEV = 134.988' NGVD 1929
⅝" REBAR WITH PLASTIC CAP STAMPED "WOOD RODGERS LS5854" AT CENTERLINE INTERSECTION OF FIRST ST., DOUGLAS DR., & CHAMBERS DR.

COMPUTED
DESIGNED
DRAWN
PROJ. ENGR.

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

SPECIAL USE DISTRICT B NORTHEAST QUADRANT SPECIFIC PLAN
WEST LINCOLN SQUARE
CONCEPTUAL SITE PLAN
LINCOLN, CALIFORNIA

DATE 02/11/2026
SHEET **CSP**
2 OF 7

JOB NO. 25-0014-00

Dwg: X:\2025\25-0014-00 LINCOLN\WEST COMMERCIAL\DWG\PLAN\WORKING\25001-4-PP01.DWG | Saved: 02-11-26 12:31pm AURIBE

STAFF REPORT

Item Number 14.C

SUBJECT: Adopt a Resolution Approving the Pre-Annexation Proceedings for the Brar Property and Determine that No Further Environmental Analysis is Needed Under CEQA. (Rommel Pabalinas)

SUBMITTED BY: Rommel Pabalinas

DEPARTMENT: Community Development

DATE: April 28, 2026

STAFF RECOMMENDATION:

Pre-Annexation proceedings authorizing formal filing of an application for annexation with Placer County LAFCo of a 115-acre property within the unincorporated portion of the Village 5 Specific Plan area (PLN25-00031; Applicant/Owner: Brar Ventures Inc./SSB Holding, LLC; Assessor's Parcel Number 021-263-016-000)

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

1. Determine that the project is exempt from the California Environmental Quality Act (CEQA) under CEQA Section 15183, whereby projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the certified Final EIR for the Village 5 Specific Plan (SCH No. 2014-052071). Therefore, no further analysis is required under CEQA.
2. Adopt a Resolution approving the Pre-Annexation proceedings for the Brar Property and authorizing the City Manager to formally file an application for the annexation of Assessor's Parcel Number 021-263-016-000 with Placer County LAFCo.

STRATEGIC RELEVANCE: Economic Development/Housing Supply

Annexation of the 115-acre property would result in the reduction of the unincorporated "Island B" areas within Village 5 Specific Plan area and opportunity for development in support of the goals, objectives and policies of the specific plan and City of Lincoln General Plan 2050.

BACKGROUND/INTRODUCTION:

Planning Commission Action

On March 18, 2026, the Planning Commission conducted a hearing in consideration of the proposed Brar Property Pre-Annexation proceedings[1]. As further detailed in the Planning Commission agenda packet, the Brar Property encompass approximately 115-acre in size within the unincorporated "Island B" area of Village 5 Specific Plan (Attachment 1). No development is proposed with this application; however, if formally approved for annexation into the city, development of the site would occur in conformance with the applicable requirements of the Village 5 Specific Plan and General Development Plan

Following staff presentation of the project, written and verbal public comments were received and considered by the Planning Commission [2] [3]. Staff responded to these comments, which include concerns about potential development impacts to existing agricultural uses, development traffic impacts to County roads, and public hearing notification requirements.

Following deliberation, the Planning Commission considered staff recommendations, voting in support of the project and forwarding to City Council for final actions.

[1] March 18th Planning Commission Staff Report for Brar Property Pre-Annexation Proceedings

[2] March 18th Planning Commission Minutes

[3] March 18th Planning Commission video

FINDINGS/ANALYSIS:

Consideration of the pre-annexation of the Brar property provides an opportunity to implement various development and economic goals and objectives of the Village 5 Specific Plan. Firstly, annexation of the 115-acre property would promptly fill in approximately 15% of the unincorporated area of Island B. Coupled with other unincorporated properties within the Village 7 Specific Plan area currently contemplating development and annexation, annexation of the Brar property may spur additional interest from other Island B properties to annex and/or develop, further filling-in the unincorporated island. This potential interest may be more relevant as on-going development in Liberty at Lincoln and pre-development planning of Village 5A by Richland Communities continues further expanding and extending public infrastructures and services.

Secondly, as development of the site is regulated by the Village 5 GDP and restricted by Airport Compatibility Zones (City of Lincoln Airport), other potential uses alternative to residential development are available. Under the categories of Agritourism, Commercial and Recreational, uses such as tasting rooms, micro-brewery/distillery facilities, bed and breakfast inns, and parks may provide unique and flexible choices that also support, promote and further the objectives of the Village 5 Specific Plan.

Thirdly, following the successful annexations of SUD-B NEQ Specific Plan area in 2023 and Village 5A in 2025, documents necessary for the annexation application, including the adopted

Municipal Services Review (MSR) and respective Tax Share Agreements, are currently in effect and can be used for the efficient and streamlined processing of annexation of the Brar property. Preparation of these documents can be costly and involves abundant of staff time to process.

While the decision to consider annexation ultimately lies with the individual or group of property owners, the larger the area of Island B is successfully annexed, the more effective the City can coordinate and implement orderly growth and development within this portion of Village 5 Specific Plan area and the surrounding area through application of specific plan policy requirements and achieve the goals and objectives of the City of Lincoln General Plan.

ENVIRONMENTAL REVIEW:

Approval and authorization of the Brar property for annexation is exempt from the California Environmental Quality Act (CEQA) under Section 15183, whereby projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the certified Final EIR for the Village 5 Specific Plan (SCH No. 2014-052071). Therefore, no further analysis is required under CEQA.

CONCLUSION

As supported in the analysis above and detailed in the Resolution, staff recommends the City Council consider the Planning Commission approval recommendation of the Brar Property Pre-Annexation proceedings and authorize the City Manager to formally file an application with Placer County LAFCo for the annexation of the 115-acre property the within adopted Village 5 Specific Plan into the City of Lincoln.

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.

ATTACHMENTS:
RESOLUTION.docx

Attachment 1 Brar Property and Land Use Maps.pdf

RESOLUTION 2026 – XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE PREANNEXATION PROCEEDINGS FOR THE FORMAL FILING OF AN APPLICATION FOR ANNEXATION OF ASSESSOR'S PARCEL NUMBER (APN) 021-263-016 (BRAR PROPERTY)

WHEREAS, the City Council adopted the 2050 General Plan under City Council Resolution No. 2008-048 on March 25, 2008; and

WHEREAS, the City Council adopted the Village 5 Specific Plan, consistent with the adopted 2050 General Plan on December 17, 2017; and

WHEREAS, on September 13, 2023, Placer County Local Agency Formation Commission (LAFCo) approved the annexation of the Village 5 Specific Plan; and

WHEREAS, on November 8, 2023, Placer County LAFCo formally terminated the approval of Village 5 Specific Plan annexation following a protest hearing; and

WHEREAS, the City Council approved a portion of the Village 5 Specific Plan (Village 5A) for formal filing of an annexation application with LAFCo on May 31, 2024; and

WHEREAS, Village 5A maintains consistency with the scope and authority of the objectives and policies of the adopted Village 5 Specific Plan and environmental analysis and conclusion of the certified Environmental Impact Report (EIR) (SCH No.2014-052071); and

WHEREAS, on December 4, 2024, Placer County LAFCo conditionally approved the annexation of Village 5A which created two distinct "Island" areas that remained within and subject to Placer County jurisdiction; and

WHEREAS, Placer County LAFCo Executive Officer issued a Certificate of Completion on January 16, 2025, formalizing approval of Village 5A annexation; and

WHEREAS, the applicant and property owner, Steve Brar, filed an application for a preannexation proceedings for the annexation of his 115-acre property located within the Island B area of the Village 5 Specific Plan into the City of Lincoln; and

WHEREAS, the annexation of the Brar Property would be subject to the scope and authority of the objectives and policies of the adopted Village 5 Specific Plan and environmental analysis and conclusion of the certified Environmental Impact Report (EIR) (SCH No.2014- 052071), thereby qualifying for an exemption under CEQA Section 15183 (Projects consistent with a Community Plan, General Plan); and

WHEREAS, the Planning Commission conducted a duly scheduled public hearing on March 18, 2026 in consideration of the Brar Property Pre-Annexation Proceedings and recommended approval to the City Council; and

WHEREAS, approval of the Pre-Annexation proceedings would authorize the City Manager formal annexation of said property in order to fulfill the goals and objectives of the Village 5 Specific Plan; and

WHEREAS, notices describing the proposed Brar Property Pre-Annexation proceedings 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.

NOW THEREFORE BE IT RESOLVED:

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

Section 2. The pre-annexation proceedings of the Brar Property involves a property within a portion of the adopted Village 5 Specific Plan and will be contiguous to the existing City boundary and within the City's Sphere of Influence.

Section 3. The pre-annexation proceedings of the Brar Property will remain consistent with and will be implemented in accordance with the adopted Village 5 Specific Plan and supporting documents.

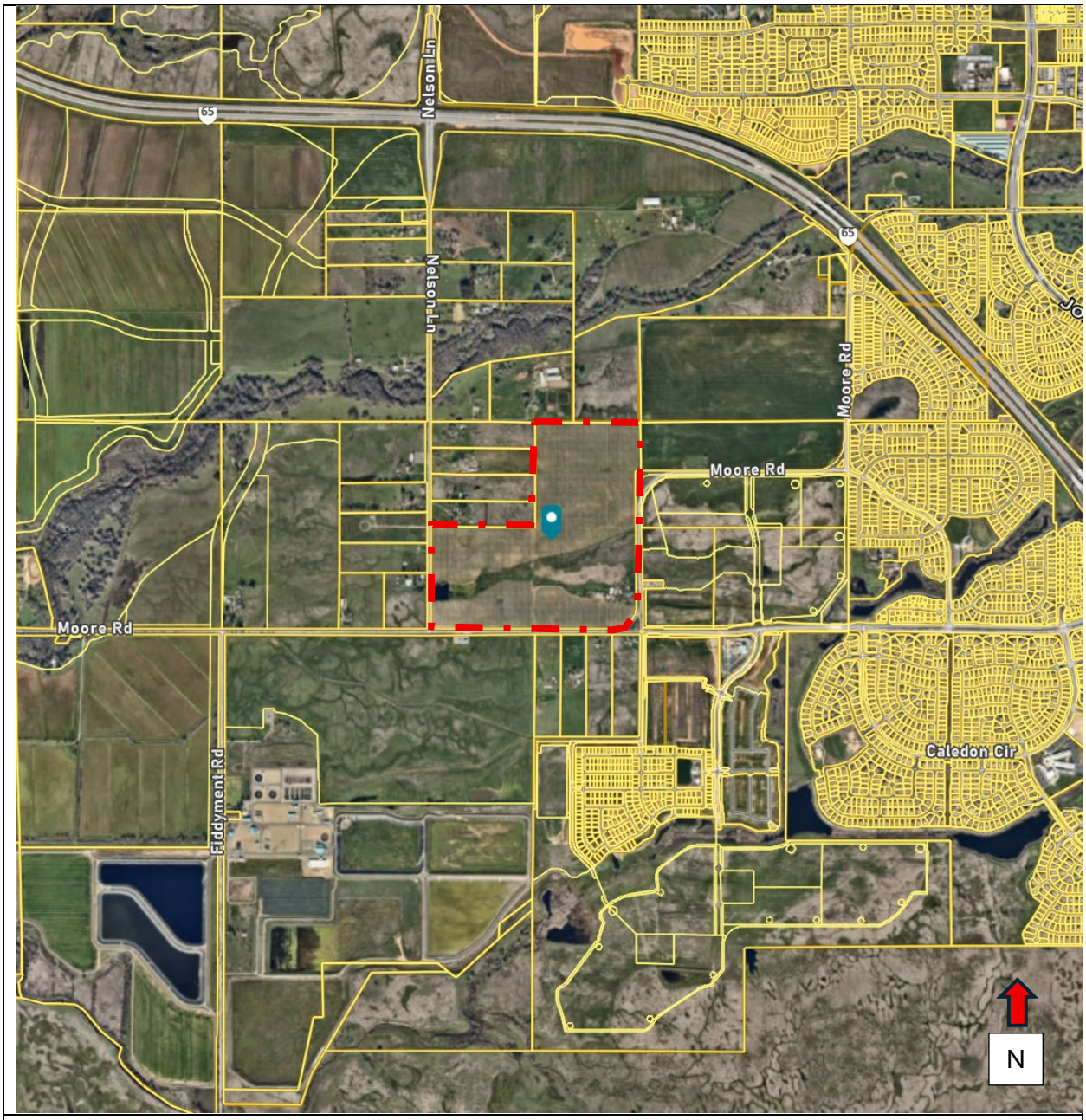
Section 4. The City Council authorizes the City Manager to initiate application annexation with Placer County Local Agency Formation Commission (LAFCo) for the Brar Property.

PASSED AND ADOPTED this 28th day of April 2026, by the following vote:

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

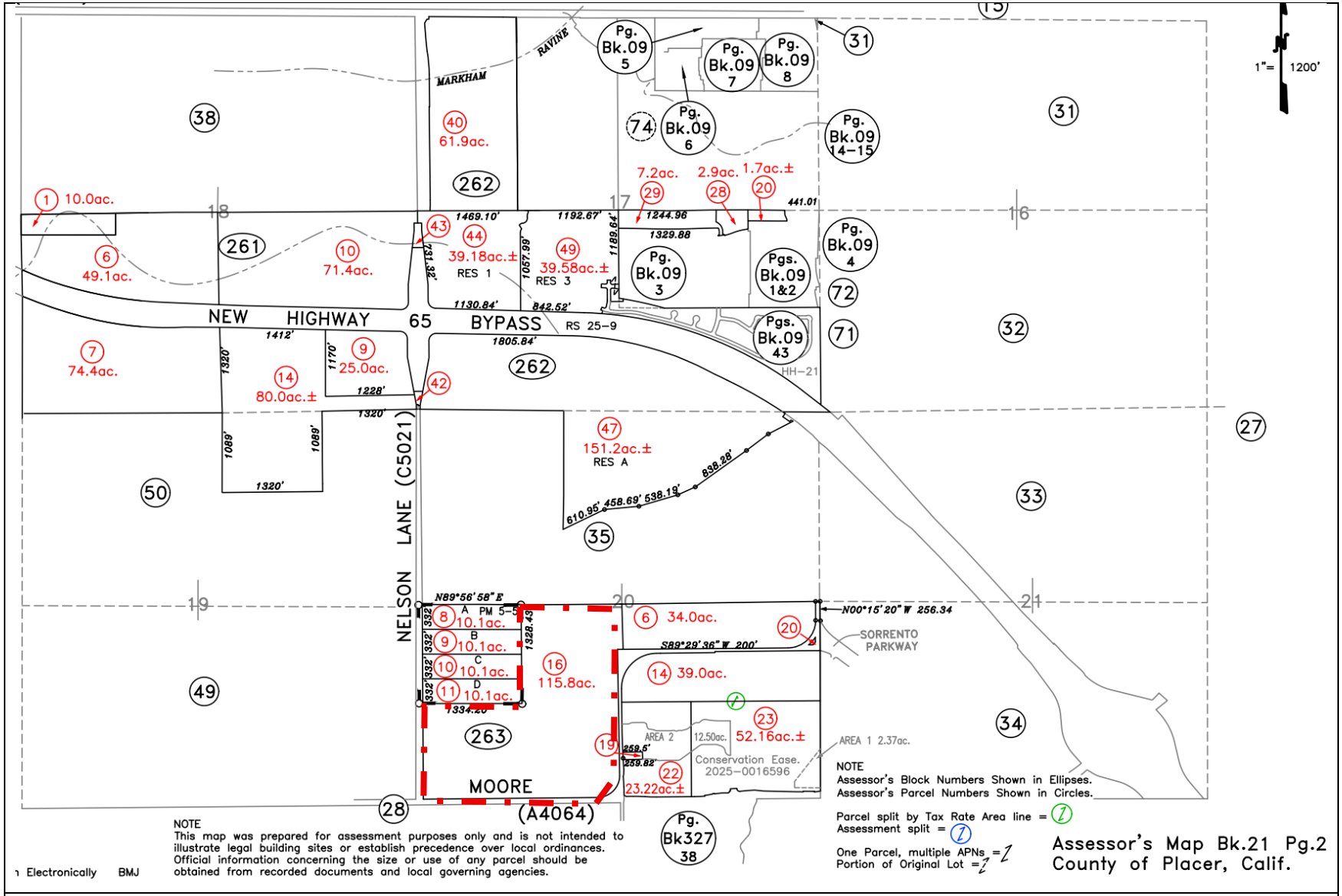
_____
Richard Pearl, Mayor
ATTEST:

_____
Hope Ithurburn, City Clerk

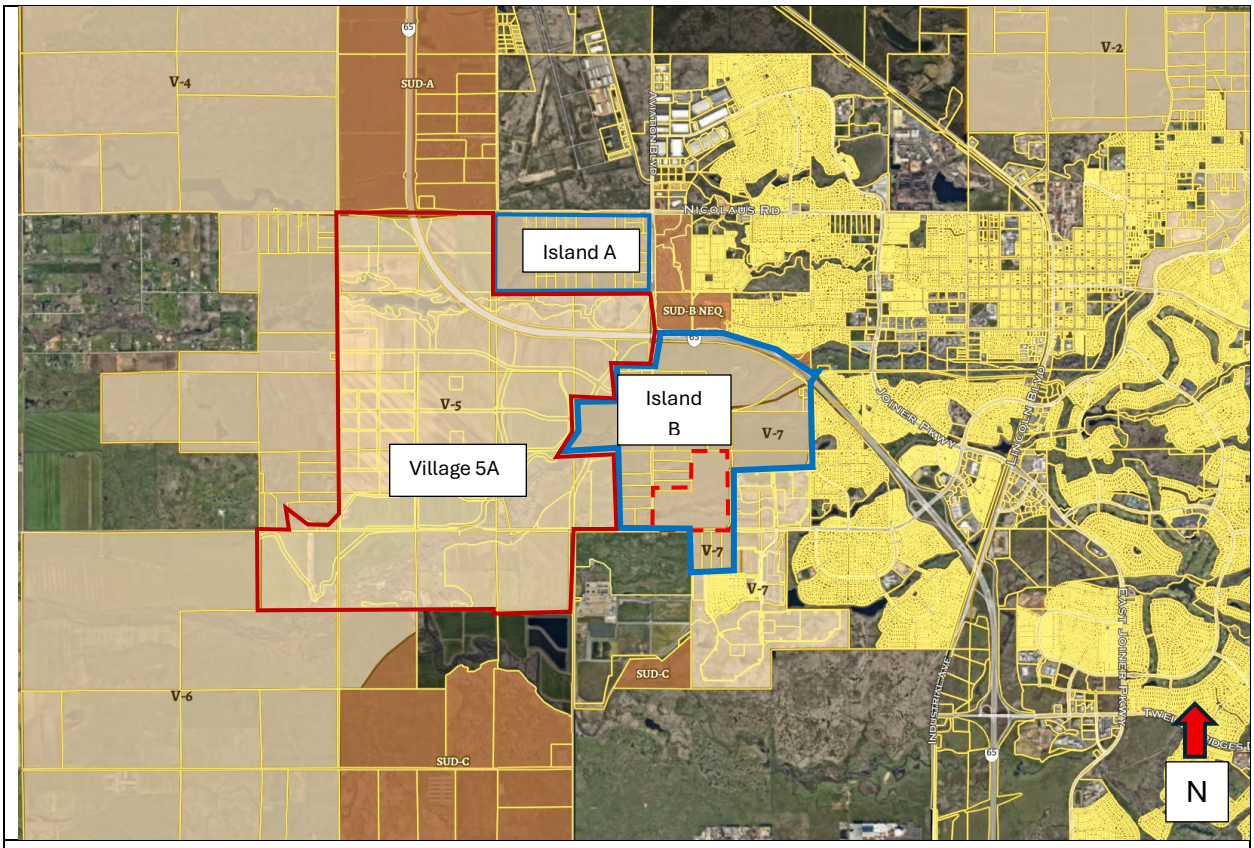


Location Map- Brar Property (in red dashes outline)

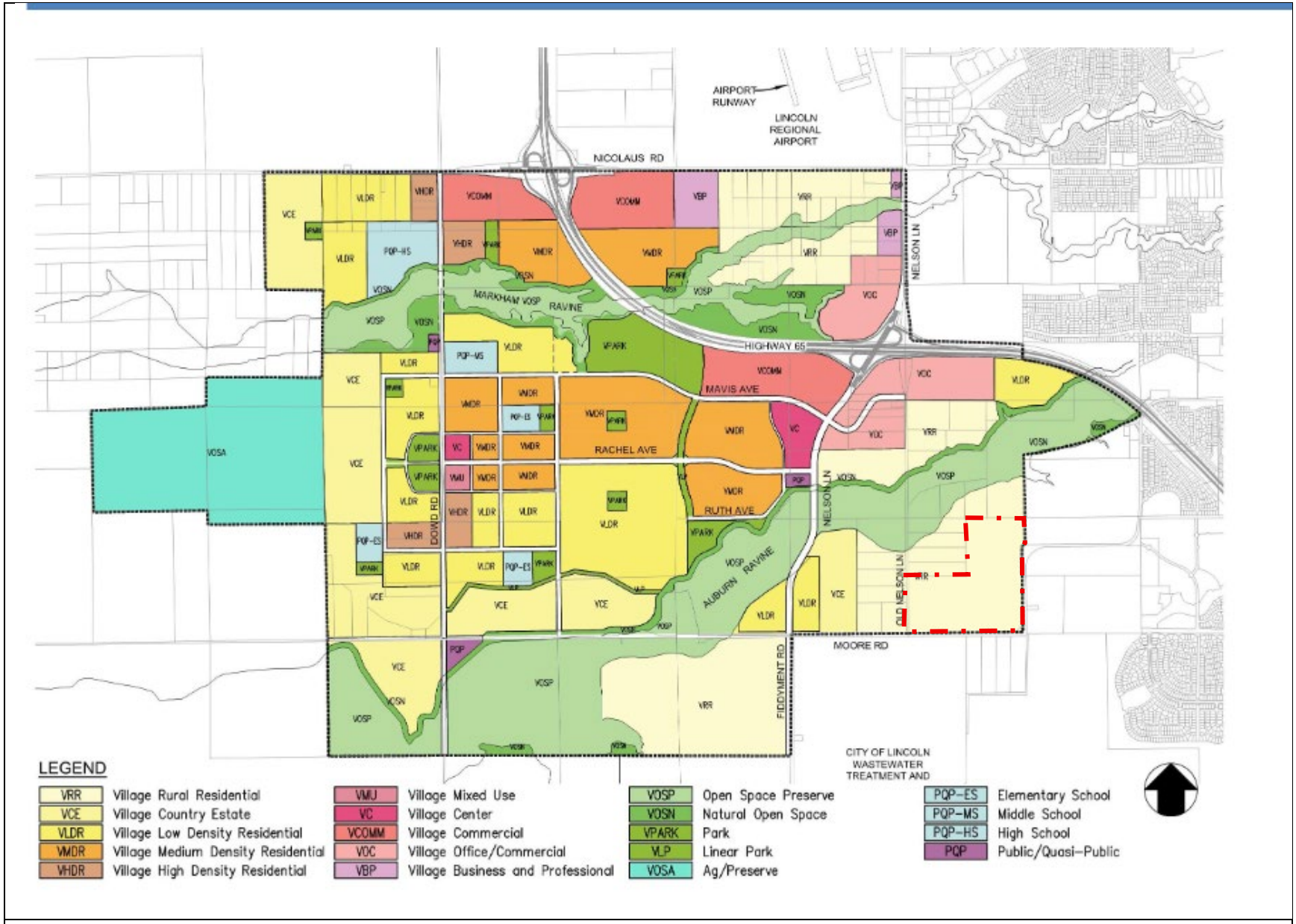
ATTACHMENT 1



Assessor's Parcel Map- Brar Property (in red dashes outline)



Overview Map- Villages and Special Use District (SUD) Areas, Village 5 "Islands" Area, and Brar Property (in red dashes outline)



Village 5 Specific Plan Land Use Map (Brar Property in red dashes outline)

STAFF REPORT

Item Number 15.A

SUBJECT: Adopt a Resolution Authorizing the City Manager to unencumber funds from CIPV2512 Autocar EV garbage collection vehicle and reallocate for Procurement of Tymco 500X Street Sweeper and Chevrolet Silverado EV. (Aaron Hookins)

SUBMITTED BY: Mike Osborne

DEPARTMENT: Public Works

DATE: April 28, 2026

STAFF RECOMMENDATION:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to:

1. Unencumber $900,000 from CIPV2512;
2. Augment the Fiscal Year 2025–26 budget by $540,000 creating two new CIPs; and
3. Execute purchase orders in the amounts of $450,000 for the procurement of one Tymco 500X street sweeper (CIPV2534) and $70,000 for the procurement of one Chevrolet EV pickup (CIPV2535).

BACKGROUND/INTRODUCTION:
The Public Works budget for Fiscal Year 2026/27 includes an allocation of $900,000 for the purchase of an electric refuse collection vehicle. After careful evaluation, staff recommends deferring this purchase based on several considerations.

Available user feedback regarding the McNeilus Volterra indicates that the technology remains in a relatively early stage of development, with reported maintenance and reliability concerns exceeding those associated with conventional diesel-powered vehicles. In addition, staff has not identified any municipalities that have procured this specific model, limiting the availability of peer agency data and operational benchmarks.

Most significantly, California's mandate requiring the city to increase from 50 percent to 100 percent zero-emission vehicle (ZEV) procurement has been postponed to start in 2030. This extension provides additional time for the technology to mature and for the market to stabilize, reducing the urgency of immediate adoption.

Street sweeping serves a critical role in municipal operations, providing both visible community benefits and essential environmental protection. In addition to improving neighborhood aesthetics and supporting public health, street sweeping is a key best management practice

(BMP) for stormwater management and water quality protection. It is also a required component of several municipal programs, including Solid Waste, Stormwater, Water Quality, and Economic Development.

In the interim, the City faces an urgent operational need for a second Tymco 500X street sweeper. Increased sweeping demands have exceeded current capacity, and the absence of an additional high-dump unit is constraining operational efficiency.

The existing Tymco 500X significantly enhances operations by eliminating the need for repeated trips to disposal sites, as it can discharge debris directly into a roll-off container. By comparison, the City's older sweepers are less efficient and have become increasingly impractical, requiring substantially more time to complete the same workload. The Tymco 500X is capable of completing equivalent work in less than half the time. Staff have evaluated alternative sweepers; however, none have demonstrated comparable performance or operational features.

FINDINGS/ANALYSIS:

In addition to lacking high-dump capability, the City's existing sweepers are experiencing increasing reliability issues due to age and wear. Frequent mechanical failures—including hydraulic leaks and electrical malfunctions—have resulted in higher maintenance costs and operational disruptions. From a lifecycle perspective, these units are comparable to refuse collection vehicles, which typically become unreliable after seven to ten years of heavy use. Similar to refuse trucks, street sweepers are complex, computer-controlled vehicles that operate in harsh, debris-laden environments, accelerating wear and contributing to declining reliability over time.

Given the operational advantages of the Tymco 500X street sweeper and the City's increasing street sweeping demands, staff recommends that the City Council adopt a resolution authorizing the City Manager to (1) amend the Fiscal Year 2025–26 budget by $540,000 and (2) execute purchase orders in the amounts of $450,000 for the procurement of one Tymco 500X street sweeper and $70,000 for the procurement of one Chevrolet Silverado EV.

Pursuant to California's Zero-Emission Vehicle (ZEV) purchase requirements under the Advanced Clean Fleets (ACF) regulation, the City must offset the acquisition of the proposed diesel-powered street sweeper with the purchase of a zero-emission vehicle. To satisfy this requirement, staff recommends the purchase of a Chevrolet Silverado EV for use by the Solid Waste Division. This recommendation reflects current market availability, as the Ford F-150 Lightning EV is no longer in production.

Consequently, this action would replace the previously proposed purchase of a McNeilus Volterra electric residential refuse collection vehicle. The recommended approach represents a strategic reallocation of resources to address an immediate and high-impact operational need while maintaining compliance with California's Zero-Emission Vehicle (ZEV) requirements.

FISCAL IMPACT:

Funding for this equipment is included in the Fiscal Year 2026/27 budget under Fund 7310 (Solid Waste Capital), originally allocated for the purchase of an electric residential refuse collection vehicle (CIP V2512).

Budgeted (FY 2026/27):
CIP V2512 – EV Residential Garbage Truck
Fund 7310 – Solid Waste Capital: $900,000
Total: $900,000

Staff recommends reprogramming a portion of these funds as follows:

- Amount to be unencumbered from FY 2026/27: $900,000
- Amount to be encumbered in FY 2025/26: $540,000

This reallocation results in a reduction of $360,000 to the adopted two-year FY 2025–27 budget in Fund 7310 Solid Waste Capital.

Estimated Project Costs (Fund 7310):
Tymco 500X Street Sweeper: $450,000
Chevrolet Silverado EV: $70,000
Contingency: $20,000
Total: $540,000

ATTACHMENTS:
ATTACHMENT_A_Resolution.docx

ATTACHMENT B Cooperative Purchasing Quote for One Tymco 500x Sweeper.docx

ATTACHMENT C Photo of Proposed Sweeper.docx

ATTACHMENT D Cooperative Purchasing Quote for One Chevrolet Silverado EV.docx

ATTACHMENT E Representative Photo of Chevrolet Silverado EV.docx

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO UNENCUMBER $900,000 FROM THE APPROVED 2025-2027 BUDGET, AUGMENT THE FY 2025–26 BUDGET BY $540,000 (INCLUDING CONTINGENCIES) AND EXECUTE PURCHASE ORDERS IN THE AMOUNT OF $450,000 FOR THE PROCUREMENT OF ONE TYMCO 500X STREET SWEEPER AND $70,000 FOR ONE CHEVROLET SILVERADO EV FOR USE BY THE SOLID WASTE DIVISION.

WHEREAS, the Public Works budget for 26/27 includes $900,000 that was proposed for the purchase of an electric garbage truck; and

WHEREAS, the date for the 100 percent zero emission vehicle requirement has been delayed to January 1, 2030 and this concession allows more flexibility in vehicle purchases; and

WHEREAS, Staff has decided against the EV garbage truck proposal in light of a number of factors; and

WHEREAS, it has become clear that there is an immediate need to purchase a second Tymco 500x sweeper because of both the increased sweeping needs of the city and the lack of a second sweeper with high-dump capability; and

WHEREAS, the time-consuming challenge of frequent trips to the dump for emptying is avoided by the currently owned Tymco 500x, which streamlines the process by dumping into a conveniently located trash bin; and

WHEREAS, in comparison with the Tymco 500x, the city's older technology sweepers, in addition to their unreliability because of wear and tear, have been rendered impractical in light of the greatly increased efficiency of the new sweeper which requires less than half the time to do the same amount of work; and

WHEREAS, for purposes of comparison, Staff has test driven other sweepers, none of which match the features and performance of the Tymco 500x; and

WHEREAS, California's ZEV Purchase Schedule requires the city to buy a zero-emission vehicle to balance out the purchase of the diesel-powered sweeper proposed here, staff recommends a Chevrolet Silverado EV for use by the Solid Waste Division to satisfy this requirement.

NOW THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Manager to unencumber $900,000 approved for the purchase of an

electric garbage collection vehicle, augment the FY 2025–26 budget by $540,000 and execute purchase orders for the procurement of one Tymco 500x street sweeper and one Chevrolet Silverado EV for use by the Solid Waste Division.

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Attachment B

Cooperative Purchasing Quote for a Tymco 500x Sweeper

MODEL 500x® SWEEPER STANDARD EQUIPMENT

Auxiliary Engine: John Deere diesel turbocharged 4045T Final Tier 4; 4 cyl.; 4.5 L (275 CID); 115 HP @ 2200 RPM; Torque 373 ft. lb. @ 1500 RPM; Donaldson PowerCore® air filter with restriction indicator in cab; fuel/water separator, fuel filter; intake heater; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years / 2000 Hours and Extended Warranty coverage up to 5 Years / 5000 Hours, contact factory for details.

Amber Beacon Light – LED: Center mounted between truck cab and sweeper unit; SAE Class 1/California Title 13 compliant with protective limb guard.

Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge: A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

Auxiliary Fuse Panel: A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

Auxiliary Hydraulic System: Electrically operates hydraulic system (except hopper lift) without auxiliary engine running.

Back-Up Alarm: ECCO Model 510; SAE Type C 97dB

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touch-screen display and the multiplexed switch pack on the control console. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; dump cycle counter, sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide, and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

Bolt-On Suction Transition

Broom Assist Pick-Up Head with Duo Skids: Duo skids warranted for 2 years / 2000 hours.

Dust Control System: 250 gallon capacity polyethylene water tanks; 5 GPM electric diaphragm type pump; low water audible alarm and message on BlueLogic display; spray nozzles around pick-up head, gutter broom(s) and inside hopper.

*Peterbilt chassis requires Extra Water Capacity (Refer to Dust Control Section)

Dust Separator Cleanout Tool: Foldable for storage.

Gutter Brooms, Twin; LED Floodlights, Parabolic Mirrors, Tilt Adjusters and Variable Speed: Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight each gutter broom; 10.5" parabolic mirrors on front fender extension. Variable speed control for each gutter broom is located on center mount console. Each broom shall have a hydraulic actuated tilt capacity of 27 degrees operated from inside cab. Cab mounted controls for both left and right gutter broom speed. (Parabolic Mirrors N/A on Cabover Chassis)

Hopper/High Capacity Dust Separator: Fabricated with an industrial, non-magnetic, low carbon, high chromium stainless steel. Hopper has an infinitely variable dump height from 24 inches to 132 inches. A large hydraulically locked hopper door (68 inches wide by 57 inches tall) has two (2) additional mechanical cam locks for air and water tight operation. Discharge chute (72 inches wide and 48 inches long) has a minimum reach of 22 inches eliminates the need of a side shift. Safety props provided for Dump Door/Tilt Cylinders – two (2) total

Hopper Drain System: Drains water picked up during sweeper operation.

Hopper Lift: Two-stage scissor lift with lift capacity of 10,000 pounds. Scissor mechanism actuated by two (2) double acting hydraulic cylinders with integral counterbalance holding valves. Safety props provided. Left and right stabilizers automatically deploy before hopper begins dump cycle. Non-greaseable design.

Hydraulic System: Includes a 34 gallon reservoir; sight level/temperature gauge, triple suction line strainers; replaceable 10 micron spin-on tank filler/vent port filter; a 3 micron absolute in-line return filter with restriction indicator in cab, oil temperature and level monitored by BlueLogic Control System.

LED Floodlights: Rear (2); Right Side Hopper Chute (1)

LED Stop/Turn/Tail/Clearance Lights

LED Warning Lights: Four (4) LED amber lights and two (2) LED stop/turn/tail lights mounted on rear doors of engine compartment.

Pressure Bleeder: Air pressure is deflected out allowing additional suction across the front of pick-up head. Cable operated.

Rear View Camera System: Heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Allows unit to back up without damage to pick-up head

Rubber Lined Blower: Driven using a fixed displacement heavy-duty hydraulic motor. Blower housing includes Tilt-N-Seal® design with adjustable spring balance to ensure long life of seal. Warranty - 1 year / 1,000 hours prorated

Shop Prop: Scissor lift safety prop designed for use in areas requiring approximately 15' of overhead clearance (on-board safety props require approximately 20' of overhead clearance).

Storage Compartments: 5.6 cubic feet with lockable door mounted on left side

Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

Sweeper Warranty: 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 500x® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
550000	1	Model 500x® Sweeper with Standard Equipment (Base Price)	$256,226.00	$243,414.00
1	AUXILIARY ENGINE | HYDRAULIC OPTIONS:			
2	GUTTER BROOM OPTIONS:			
3	DUST CONTROL SYSTEM OPTIONS:			
Unpublished	1	Additional Hopper Nozzle	$422.00	$400.00
550002	1	A.O.D. (Air Operated Diaphragm) Water Pump with Wash Down Hose & Gun (Exchange)	$2,227.00	$2,115.00
550077	1	Low Emissions Package *South Coast AQMD Rule 1186 Compliant	$1,137.00	$1,080.00
Unpublished	1	Water Tank Level Gauge	$632.00	$600.00
4	HOPPER OPTIONS:			
550036	2	Abrasion Protection Package	$1,090.00	$2,071.00
Unpublished	1	External Hopper Controls	$1,053.00	$1,000.00
550089	1	Hopper Vibrator - Electric	$2,085.00	$1,980.00
5	PICK-UP HEAD OPTIONS:			
Unpublished	1	Double Duo Skids (4" wide) with Skid Bumper Extension Set (3") (Exchange)	$2,106.00	$2,000.00
550075	1	Linear Actuator w/Gauge - Pressure Bleeder	$522.00	$495.00
550087	1	Pick-Up Head Curtain Lifter	$1,706.00	$1,620.00
Unpublished	1	Pick-Up Head Pressure Inlet Water Injection System	$1,895.00	$1,800.00
6	AUXILIARY HAND HOSE OPTIONS:			

Section / Type	Qty	Model 500x® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
7	STAINLESS STEEL OPTIONS:			
8	SWEEPER ADDITIONAL OPTIONS:			
550008-B	1	Camera System - Standard Rear Camera and One Additional Camera	$1,137.00	$1,080.00
	Location:	*Pick-Up Head View - Full Width*		
Unpublished	1	Sweeper Paint: TYMCO Standard White	$0.00	$0.00
9	UNPUBLISHED | SPECIAL SWEEPER OPTIONS:			
Unpublished	1	Surcharge - Base Sweeper Unit	$6,855.00	$6,510.00
Unpublished	1	Auto Sweep Assist (ASA)	$2,632.00	$2,500.00
Section / Type	Qty	Model 500x® Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
10	CAB | CHASSIS:			
550703	1	2025 Freightliner M2-106 PLUS, 33,000 lb. GVWR, 250HP Engine, 158" WB, Diesel (1-SPD) *For Use in CARB 2 & EPA States Only	$123,120.00	$123,120.00
Unpublished	1	UPGRADE: 2026 Freightliner M2-106 PLUS (Chrome Package), 33,000 lb. GVWR, 250HP Engine, 158" WB, Diesel (1-SPD) CARB *For Use in CARB & EPA States	$6,000.00	$6,000.00
11	CHASSIS ADDITIONAL OPTIONS:			
Unpublished	1	Fire Extinguisher	$100.00	$100.00
Unpublished	1	Hazard Reflectors	$100.00	$100.00
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	$800.00	$800.00
Unpublished	2	Parabolic Mirror Head - 12" (Exchange)	$75.00	$150.00
Unpublished	1	Truck Paint: Standard Factory White	$0.00	$0.00
12	UNPUBLISHED | SPECIAL CHASSIS OPTIONS:			
13	DEALER UNPUBLISHED OPTIONS:			
14	TOTAL COST OF ACQUISITION COSTS			
	1	Freight / PDI / Inservice	$12,500.00	$12,500.00
	1	CA Sales Tax (7.25%)	$29,829.04	$29,829.04

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan (kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price:	$441,264.04
FOB:	Lincoln, CA
Delivery ARO:	240-300 Days - See NOTE Below

**Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.*

Attachment C

Tymco 500x Sweeper

Attachment D
Cooperative Purchasing Quote for a Chevrolet Silverado EV

Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916)509-8595 - Desk
(916)813-4592 - Cell

TO: Mike Osbourne
City of Lincoln
2100 Flightline Drive
Lincoln, CA 95648

(916) 622-3290

DATE December 29, 2025
Quotation # C6216G
FAN # 979994

Prepared by: Casey De Koning

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-20D

Description	AMOUNT
Line 42A Chevrolet Silverado EV 4x4	$ 49,997.00
Options (Refer to Window Sticker):	$ 590.00
Upgrade to 5WT Extended Range	$ 11,215.00
****** Please review, sign, and return a copy of the quote and ******	
****** specs with the PO or the vehicle will not be ordered. ******	
******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 61,802.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 61,887.00
Tax Rate(Subject to change): 7.250%	$ 4,486.81
Tire Fee:	$8.75
Fuel	$0.00
Delivery Charge:	$150.00
Total:	**$ 66,532.56**
Grand Total	$ 66,532.56

_____
(Order Acknowledgment Signature) **(Date)**

CA Tire Fee: $1.75 / Per Tire

QTY	**1**

If you have any questions concerning this quotation, contact Casey De Koning at (916)509-8595 or email at cdekoning@knightelkgrove.com or cdekoning@lasherauto.com

Attachment E
Representative Photo of Chevrolet Silverado EV

STAFF REPORT

Item Number 15.B

SUBJECT: Adopt a Resolution Awarding the Contract for Professional Auditing Services to MUN CPAs LLP and Authorizing the City Manager, or Designee, to Enter into an Agreement for Services. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: Finance

DATE: April 28, 2026

STAFF RECOMMENDATION:
Adopt a Resolution authorizing the City Manager or designee to execute an agreement with MUN CPAs, LLP for financial auditing services for a five-year term for the fiscal years ending June 30, 2026 through June 30, 2030, with the City retaining the option to renew the agreement for up to three additional one-year terms.

BACKGROUND/INTRODUCTION:

The City issued a Request for Proposals for Financial Auditing Services to obtain qualified certified public accountant firms to audit the City's financial statements for five fiscal years beginning with the fiscal year ending June 30, 2026, and to perform related audit and reporting services.

Proposals were due through PlanetBids on March 4, 2026, at 1:00 p.m. Pacific Time. The City received proposals from seven firms: MUN CPAs, LLP; Badawi & Associates; The Pun Group, LLP; Vasquez & Company, LLP; LSL, LLP; CliftonLarsonAllen LLP; and Harshwal & Company LLP. The proposals were evaluated by City finance professionals and the elected City Treasurer using the criteria identified in the Request for Proposals, including proposal completeness, comprehensiveness of services, public sector experience and references, strength and stability of the consultant, assigned relationship management team, and charges for services. The Request for Proposals also stated that the City's final selection would not be dictated by any single factor, including price.

The Request for Proposals provided for a five-year contract term, with annual renewal options at the City's discretion for up to three additional one-year terms.

FINDINGS/ANALYSIS:

Following review of the submitted proposals, MUN CPAs, LLP received the highest overall score with 280 points out of a possible 300. The other firms scored as follows: Badawi &

Associates, 274; The Pun Group, LLP, 269; Vasquez & Company, LLP, 268; LSL, LLP, 264; CliftonLarsonAllen LLP, 255; and Harshwal & Company LLP, 239.

Staff recommends award to MUN CPAs, LLP based on its top-ranked proposal, extensive governmental auditing experience, and demonstrated ability to provide the full range of services requested by the City. In its proposal, MUN confirmed its understanding of the required scope, including the audit of the City, the Lincoln Public Financing Authority, and the Successor Agency; preparation of the Annual Comprehensive Financial Report; performance of Single Audit services when required; preparation of State Controller reports; and annual agreed-upon procedures related to the City's Gann Appropriations Limit.

MUN CPAs has served as the City's auditor since 2017, providing continuity and institutional knowledge that supports an efficient audit process and minimizes disruption to City operations. MUN's proposal also states that the firm has the depth and flexibility to rotate engagement partners and key personnel as needed, which allows the City to maintain continuity with the same audit firm while also ensuring periodic partner rotation and a fresh professional perspective.

MUN's proposed engagement team includes Erica Pastor, CPA, as Engagement Partner; Justin Williams, CPA, as Concurring Partner; and Susan Beeter, CPA, as Senior Manager. MUN also emphasized extensive partner involvement, consistent and experienced staff, proactive communication, and availability to provide technical guidance on applicable GASB implementation issues at no additional charge for routine consultations.

Based on the evaluation results and the firm's qualifications, staff has determined that MUN CPAs, LLP is best qualified to continue providing financial auditing services in a manner that serves the City's best interests.

FISCAL IMPACT:

MUN CPAs, LLP proposed the following all-inclusive maximum fees for the base five-year term:

- Fiscal Year 2025/26: $79,300
- Fiscal Year 2026/27: $81,300
- Fiscal Year 2027/28: $83,300
- Fiscal Year 2028/29: $85,400
- Fiscal Year 2029/30: $87,500

These fees include the City audit and related reports, Gann Limit procedures and report, Single Audit and related reports, and State Controller reports. MUN's fee schedule includes one major program under the Single Audit, with each additional major program priced at $2,500.

The first-year contract amount of $79,300 will be funded through the Finance Department's professional services budget, or the appropriate budgeted account for audit services.

ATTACHMENTS:

Resolution_-_financial_audit_services.docx

MUN CPA's LLP contract with proposed MUN CPAs revisions.docx

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AWARDING AN AGREEMENT TO MUN CPAs, LLP FOR FINANCIAL AUDITING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Lincoln issued a Request for Proposals for Financial Auditing Services to obtain qualified certified public accountant firms to audit the City's financial statements and provide related audit and reporting services for the fiscal years ending June 30, 2026 through June 30, 2030; and

WHEREAS, the Request for Proposals provided for a five-year contract term, with annual renewal options at the City's discretion for up to three additional one-year terms; and

WHEREAS, proposals were due on March 4, 2026, and the City received proposals from seven firms; and

WHEREAS, the proposals were evaluated by City finance professionals and the elected City Treasurer using the criteria identified in the Request for Proposals, including proposal completeness, comprehensiveness of services, public sector experience and references, strength and stability of the consultant, assigned relationship management team, and charges for services; and

WHEREAS, following evaluation of the submitted proposals, MUN CPAs, LLP received the highest overall score; and

WHEREAS, MUN CPAs, LLP has served as the City's auditor since 2017, providing continuity and institutional knowledge that supports an efficient audit process and minimizes disruption to City operations; and

WHEREAS, MUN CPAs, LLP has also represented that the firm has the depth and flexibility to rotate engagement partners and key personnel as needed, which allows the City to maintain continuity with the same audit firm while also ensuring periodic partner rotation and a fresh professional perspective; and

WHEREAS, MUN CPAs, LLP confirmed its understanding of the City's requested scope of services, including the audit of the City, the Lincoln Public Financing Authority, and the Successor Agency; preparation of the Annual Comprehensive Financial Report; performance of Single Audit services when required; preparation of State Controller reports; and annual agreed-upon procedures related to the City's GANN Appropriations Limit; and

WHEREAS, MUN CPAs, LLP proposed all-inclusive maximum fees for the base five-year term in the amount of $79,300 for Fiscal Year 2025/26, $81,300 for Fiscal Year

2026/27, $83,300 for Fiscal Year 2027/28, $85,400 for Fiscal Year 2028/29, and $87,500 for Fiscal Year 2029/30; and

WHEREAS, the City Council finds that award of the agreement to MUN CPAs, LLP is in the best interests of the City of Lincoln.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council hereby awards the agreement for Financial Auditing Services to MUN CPAs, LLP for a five-year term for the fiscal years ending June 30, 2026 through June 30, 2030.

Section 2. The City Council hereby authorizes the City Manager to execute, on behalf of the City, an agreement with MUN CPAs, LLP in a form approved by the City Attorney, together with any non-substantive changes deemed necessary or appropriate by the City Manager and City Attorney, consistent with this Resolution.

Section 3. The City Council acknowledges that the agreement may, at the City's discretion, be renewed for up to three additional one-year terms.

PASSED AND ADOPTED this 28th day of April, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on **May 15, 2026**, by and between the **CITY OF LINCOLN ("City")**, and **MUN CPAs, LLP ("Consultant/Contractor").**

WITNESSETH:

WHEREAS, the City desires to enter into a contract for services with **MUN CPAs, LLP**, to provide professional financial auditing services and conduct a financial audit of its financial statements; and

WHEREAS, the City issued a Request for Proposals (RFP) on **January 30, 2026**; and

WHEREAS, MUN CPA's, LLP presented a qualified proposal to the City, dated **March 4, 2026**, attached hereto and incorporated herein as **Exhibit A**, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit A** ("Scope of Work"). This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of any conflict among the Contract Documents, the conflict shall be resolved in the following order of precedence: (1) any duly authorized amendments to this Contract; (2) the audit Engagement Letter between the City and the Consultant/Contractor (incorporated by reference pursuant to Section 1.D); (3) the main body of this Contract (excluding exhibits); and (4) the remaining exhibits and attachments, including Exhibit A and Exhibit B. The parties agree that Exhibit A (the Consultant/Contractor's proposal) is incorporated solely to describe the Scope of Work and deliverables. Any terms or conditions in Exhibit A or in the City's RFP that are not expressly included in this Contract, or that conflict with this Contract or the Engagement Letter, shall be null and void and of no force or effect.

B. Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

D. Engagement Letter. The parties shall execute the Consultant/Contractor's audit

engagement letter for the services under this Contract (the "Engagement Letter"). The Engagement Letter is hereby incorporated by reference into this Contract and made a part of the Contract Documents. It defines the responsibilities of City management and the Consultant/Contractor, the scope and limitations of the services, and other terms required by professional standards. In the event of any conflict between the Engagement Letter and any other Contract Document, the Engagement Letter shall govern to avoid the possibility of a conflict with professional standards.

2. TERM OF CONTRACT:

A. The services of Consultant/Contractor are to commence upon **execution of this Contract by the City**, and shall be undertaken and completed in accordance with the Scope of Work outlined in Exhibit A. This Contract will commence upon execution of the City and **expire five years from the date of execution.** Said contract shall be renewable at the City's discretion each year thereafter up to a maximum of three years.

B. Consultant/Contractor's failure to complete work in accordance with **Exhibit A** may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, may extend the duration of this Contract each year thereafter up to a **maximum of three years.** For each one-year extension under this Section, the parties shall review the Scope of Work, Schedule of Performance, and compensation to determine whether material changes in circumstances (such as the adoption of new or revised professional standards or significant changes in the City's operations or requirements) necessitate an adjustment of the scope, schedule, or fees. Any adjustments agreed to shall be set forth in a written amendment to this Contract pursuant to Section 5.

3. COMPENSATION:

The Consultant/Contractor shall be paid through progress billings throughout the duration of the project for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed the following table without the City's prior written approval. The City's account code to be charged is 6000 4020 50400.

TOTAL ALL-INCLUSIVE MAXIMUM FEE

Services	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30
City Audit and Related Reports	$68,000	$69,700	$71,400	$73,200	$75,000
GANN Limit Report	800	800	800	800	800
Single Audit* and Related Reports	4,300	4,400	4,500	4,600	4,700
State Controller Reports	6,200	6,400	6,600	6,800	7,000
Total All-Inclusive Maximum Price	**$79,300**	**$81,300**	**$83,300**	**$85,400**	**$87,500**

A. Said amounts due shall be paid upon **submittal of a monthly, detailed invoice by Consultant for services performed**. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoice(s) shall be submitted

monthly. If Consultant/Contractor's performance is not in conformity with the **Schedule of Performance, Exhibit B**, payments may be delayed or denied, unless the Consultant/Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

B. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

C. If changes in laws, regulations, professional standards, or the City's requirements or operations materially increase the scope, level of effort, or cost of the services under this Contract, any additional services or adjustments shall be authorized only by a written amendment in accordance with Section 5. Such amendment shall include any necessary modifications to the Scope of Work, Schedule of Performance, and compensation (including fees or rates). The Consultant/Contractor is not obligated to perform, and the City shall not require, any work beyond the agreed-upon Scope of Work unless and until the parties execute a written amendment as described in this Section.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than **30** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.

C. Except as provided in Section 4.E, Consultant/Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Contractor, and the City may withhold any payments due to Consultant/Contractor until such time as the exact amount of damages, if any, due the City from Consultant/Contractor is determined.

D. In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

E. Consultant/Contractor's Right to Suspend or Terminate Services. Consultant/Contractor may suspend the performance of services, or terminate this Contract, without breach or liability, if any of the following occurs: (i) the City fails to perform its material obligations or fulfill its responsibilities under this Contract or the Engagement Letter; (ii) circumstances arise that prevent the Consultant/Contractor from performing the services in accordance with applicable professional standards; or (iii) continued performance of the services would require the Consultant/Contractor to violate or potentially violate applicable law, professional standards, or ethical requirements. In any such event, the Consultant/Contractor shall provide prompt written notice to the City of the suspension or termination and the reasons therefore. The Consultant/Contractor

shall be entitled to compensation for all services performed and reimbursable expenses incurred up to the effective date of such suspension or termination.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto. The parties acknowledge that this is a multi-year engagement; accordingly, amendments may be necessary from time to time to address material changes in professional standards, the City's operations, or other circumstances affecting the scope, schedule, or compensation for the services. Any such amendment shall be made in accordance with this Section 5 and shall be in writing signed by both parties.

6. EXTENSIONS OF TIME:

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5. For purposes of this Section, 'good cause' includes delays or changes resulting from circumstances beyond the Consultant/Contractor's control, including the City's failure to timely provide necessary information or fulfill its obligations, or the enactment of new professional requirements that necessitate revisions to the scope or schedule of services.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor's privileged information, as defined by law, or Consultant/Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor's possession. The Consultant/Contractor's audit working papers and related internal documentation prepared for its own use in performing the services under this Contract shall remain the exclusive property of the Consultant/Contractor and are not required to be delivered to the City, except to the extent otherwise required by law or professional standards.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant/Contractor hereunder (the "Work") to be a work made for hire. Consultant/Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City. Notwithstanding the foregoing, the term 'Work' as used in this Section 7 does not include any of the Consultant/Contractor's working papers, internal documents, or proprietary materials that are not required to be provided to the City under this Contract; any such items shall remain the exclusive property of the Consultant/Contractor.

8. **COMPLIANCE WITH ALL LAWS; PREVAILING WAGES**:

A. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of

federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. If necessary, it shall be City's responsibility to obtain all rights of way and easements to enable Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist City in providing the same.

B. Some or all of the work herein may be a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages under Labor Code sections 1720 et seq. Accordingly, Consultant/Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws, including the payment of prevailing wages, as applicable. In the event it is determined that the Consultant/Contractor is required to pay prevailing wages for the work performed under this Agreement, but failed to do so, the Consultant/Contractor shall pay all applicable penalties, costs, fees, wages, and wage differential. To the extent the project is subject to the requirement of payment of prevailing wages pursuant to California Labor Code sections 1720 et seq, then the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City's offices, which shall be made available to any interested party on request. Consultant/Contractor shall cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site, as well as all related notices required by applicable law and regulation. In the event that the work performed requires payment of prevailing wages, contractor shall be required to be registered with Department of Industrial Relations as a Public Works Contractor at all times during performance of the contract. Contractor shall also be required to submit Certified Payroll reports to the City of Lincoln as a condition of any payment under this contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT/CONTRACTOR:

A. Consultant/Contractor agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant/Contractor's profession. Consultant/Contractor represents and warrants to City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

B. Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17A hereof.

C. Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

D. Except as set forth in **Exhibit D,** Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in

Exhibit D.

E. (Consultant/Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.)

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.

11. ASSIGNABILITY:

Consultant/Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Contractor in writing that Consultant/Contractor's duties under this Contract warrant greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT/CONTRACTOR-NEGLIGENCE:

Consultant/Contractor shall be responsible for performing the work under this Contract in a

manner which is consistent with the generally accepted standards of the Consultant/Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the greatest extent allowed by law and within the construct of Civil Code § 2782, Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, employees and volunteers (the "indemnified parties") from and against any and all claims, damages, demands, liability, costs, losses and expenses, including court costs and reasonable attorneys' fees, arising in any manner out of its performance of this Contract or by reason of negligent acts or omissions, recklessness, or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor [except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City]. Without limiting the foregoing indemnity obligation, Consultant/Contractor further shall indemnify, defend and hold harmless the indemnified parties from and against any and all damages, liability, costs, losses, expenses, contributions and penalties, including court costs and reasonable attorneys' fees, arising from Consultant/Contractor's misclassification of itself or its employees' status as an independent contractor. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:

A. Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.

C. In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled,

terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment

i. If any of the insurance coverages required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.

H. The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

i. Worker's Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

ii. Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor

J. Commercial General Liability Insurance

i. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than [$1,000,000.00] per occurrence and [$2,000,000.00] general

and products/completed operations aggregates.

ii. The commercial general liability insurance shall also include the following:

a) Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b) Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c) Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

e) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.

i. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than [$1,000,000] per occurrence.

ii. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.ii above.)

L. Professional Liability.

The Consultant/Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than [$1,000,000] per claim.

17. MISCELLANEOUS PROVISIONS:

A. Compliance With Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed

by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 et seq.

B. Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Contractor shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

C. Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.

D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing, including all exhibits to this Contract and the audit Engagement Letter incorporated herein by reference.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY:	**City of Lincoln** **Attn: City Manager** **600 Sixth Street** **Lincoln, CA 95648**
CONSULTANT/CONTRACTOR:	**MUN CPAs LLP** **Attn: Erica Pastor, CPA - Partner** **1760 Creekside Oaks Drive, Ste 160** **Sacramento, CA 95833**

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

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

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

MUN CPAs, LLP

_____

Erica Pastor, CPA
Partner

Email: ekp@muncpas.com

CITY OF LINCOLN,
a municipal corporation

_____

Sean Scully, City Manager

_____

Dated

APPROVED AS TO FORM:

_____

Douglas White, Interim City Attorney

_____

Dated

ATTEST:

_____

Hope Ithurburn, City Clerk

_____

Dated

City Accountability:

Department responsible for contract: **FINANCE DEPARTMENT**
Staff responsible for contract: **NITA WRACKER, ASSISTANT CITY MANAGER**

ATTACHMENTS:

- ☐ Contract for Services (signed by Consultant/Contractor)
- ☐ Current Insurance Certificate (applicable to the contract & naming City as additional insured)
- ☐ Detailed Scope of Work & Specifications, including hourly rates, etc.
- ☐ Amount_____ & Account/Fund _____
- ☐ Current City Business License (required if working in Lincoln)
- ☐ Copies of Quotes

EXHIBIT A
CITY OF LINCOLN – FINANCIAL AUDIT SERVICES
SCOPE OF WORK

M·U·N

Proposal to Provide Audit Services

CITY OF LINCOLN

MARCH 4, 2026

CONTACT:

ERICA PASTOR, CPA, PARTNER
MUN CPAs, LLP
SACRAMENTO OFFICE
1760 CREEKSIDE OAKS DR., SUITE 160
SACRAMENTO, CA 95833
916-929-0540
ekp@muncpas.com
WWW.MUNCPAS.COM

TOGETHER WE ACHIEVE MORE

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City of Lincoln

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Proposal to Provide Audit Services to:
City of Lincoln

M·U·N

M·U·N

March 4, 2026

Nita Wracker, Assistant City Manager
City of Lincoln
600 6th Street
Lincoln, CA 95648

Dear Nita,

On behalf of our partners and staff of MUN CPAs, LLP (MUN CPAs), I am pleased to present our proposal to continue providing professional audit services to the City of Lincoln (the City). We have valued our relationship with the City since 2017, which has allowed us to develop strong institutional knowledge and deliver efficient, high-quality audit services. At the same time, our firm has the depth and flexibility to rotate engagement partners and key personnel as needed, providing fresh perspectives while maintaining continuity. Our goal remains to provide responsive, innovative services that meet and exceed the City's expectations.

Our firm is well-qualified to perform this engagement, offering specialized resources and strong technical expertise in governmental auditing and accounting. With extensive experience and access to robust professional tools, we will efficiently address challenges that arise during the audit. Our engagement team maintains a knowledgeable, efficient, and unobtrusive approach, ensuring a high-quality audit with minimal disruption to the City's operations.

We are committed to meeting all terms, conditions, and requirements as addressed in the request for proposal.

It is our understanding that the term of the agreement will be for the fiscal years ending June 30, 2026, through June 30, 2030, with the option to renew at City's discretion each year thereafter, up to a maximum of three years. The scope of services will be the following:

1. Prepare and perform an audit of the financial statements of the City, including the Lincoln Public Financing Authority and the Successor Agency of the Lincoln Redevelopment Agency, and issue related reports.

2. Prepare the City's Annual Comprehensive Financial Report (ACFR) in accordance with all GASB requirements for the City's submittal to Government Finance Officers Association (GFOA) for the Certificate of Achievement for Excellence in Financial Review Reporting Program.

3. Perform a single audit and issue related reports in accordance with the provisions of the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

4. Prepare and submit the Financial Transactions and the Transit Operators Report to the State Controller's Office.

5. Prepare and submit the Lincoln Public Financing Authority's Financial Transaction Report to the State Controller.

6. Perform Agreed Upon Procedures and issue an Independent Accountant's report related to the City's compliance with the GANN Appropriation Limit.

MUN CPAs, LLP | 1760 Creekside Oaks Drive, Suite 160, Sacramento, CA 95833 | www.muncpas.com

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7. Issue a Management Letter that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be control deficiencies.

8. Provide advice and guidelines on implementation of applicable GASB regulations in effect at the time of issuing the statements. We encourage our clients to contact us throughout the year to discuss and obtain guidance for technical questions or other issues. There is no additional charge for these routine calls and/or emails, if required.

The audit will be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; *the provisions of the U.S. Office of Management and Budgets Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).*

We separate ourselves from our competition by:

- Extensive Partner involvement on each engagement
- Manager and/or Partner always on-site during fieldwork
- Consistent and experienced staff
- Timeliness of communications
- Proactive approach in addressing complex issues early in the engagement
- Availability to clients as a specialized resource
- Professionalism with understanding
- Use of modern technology and real-time data tools to deliver the most current information

Our success is driven by our commitment to high-quality service, maintaining well-trained staff, clear and timely communication, effective audit planning, and a structured approach that maximizes efficiency and ensures all deadlines are met. Our deep knowledge of governmental accounting, supported by extensive professional tools, allows us to effectively resolve challenges that arise during the audit. This combination of technical proficiency and our commitment to client-focused service ensures the highest quality results throughout every phase of the engagement.

We are confident that our proposal addresses your needs and look forward to discussing and reviewing its content with you. We welcome this opportunity to differentiate our Firm from our competition and further discuss our approach in providing quality service.

As proposed engagement partner, I am authorized to represent the firm, answer any questions, submit this bid, and authorized to sign a contract with the City.

Sincerely,

Erica Pastor, CPA
Partner
916-929-0540
ekp@muncpas.com
1760 Creekside Oaks Drive, Ste 160
Sacramento, CA 95833

Proposal to Provide Audit Services to:

City of Lincoln

Consultant Summary Sheet

Consultant Summary Sheet

Consultant Name: MUN CPAs, LLP

Consultant Parent or Ownership: N/A

Consultant Address: 1760 Creekside Oaks Drive, Ste. 160
Sacramento CA 95833

Consultant Telephone Number: (916) 929 - 0540 Fax Number: (916) 929 - 0541

Management person responsible for direct contact with the City and the services required for this Request for Proposal (RFP):

Name: Erica Pastor

Title: Partner

Telephone Number: (916) 929 – 0540 ext. 7103

Email Address: ekp@muncpas.com

Person Responsible for day-to-day servicing of the account:

Name: Susan Beeter

Title: Senior Audit Manager

Telephone Number: (916) 929 – 0540 ext. 7119

Email Address: slb@muncpas.com

Proposal to Provide Audit Services to:

City of Lincoln

Certification of Proposals

Certification of Proposal to the City of Lincoln

i. The undersigned hereby submits its proposal and, by doing so, agrees to provide services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
ii. This consultant has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the consultant and that the consultant is responsible for these.
iii. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and waive any informality or irregularity in any proposal received by the City.
iv. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
v. This consultant has carefully read and understands all of the items contained in Section 3, Conditions and Requirements.

Name of Consultant: Erica Pastor

By (Authorized Signature): _____ Date: March 4, 2026

Name: Erica Pastor – MUN CPAs, LLP

Title: Partner

Address: 1760 Creekside Oaks Drive. Suite 160
Sacramento, CA 95833

Telephone Number: (916) 929 – 0540 Fax Number: (916) 929-0541

Email Address: ekp@muncpas.com

Proposal to Provide Audit Services to:

City of Lincoln

Firm Qualifications and Experience

Founded in 2003, MUN CPAs is a well-established, full service accounting and auditing firm with more than 20 years of experience in governmental, tax, and consulting services. Our sustained growth reflects our commitment to high quality service and strong client relationships.

We also take pride in cultivating a diverse and inclusive leadership team. Our partners include three women and reflect significant representation from Asian and Hispanic communities—enhancing our perspectives and strengthening our firm culture.

MUN CPAs employs over 90 professionals, including eleven partners, with offices in Sacramento, Roseville, and Glendale, California, as well as Nevada and Hawaii.

Sacramento Office

Audit engagements are performed primarily out of the Sacramento office. We have an outstanding team of 19 audit professionals consisting of three firm partners, five managers, four seniors and seven audit associates. Five full-time staff members will be dedicated to the City of Lincoln audit should services be awarded to our firm. In addition to audits, reviews, and compilations, we also provide accounting, tax, and consulting services to our clients.

We specialize in audits of local governmental agencies ranging from small agencies to agencies with over $200 million in annual revenue. We also specialize in audits of retirement plans and nonprofit organizations. We are voluntary members of the following organizations:

- Government Finance Officers Association
- Government Audit Quality Control Center
- California Society of Municipal Finance Officers
- California Special Districts Association
- California Society of CPAs
- Association of California Water Agencies

Membership in these centers provides our firm with additional resources designed to enhance our audit quality and apply best audit practices to our engagements. We have access to the latest developments in accounting, auditing, and the various rules and regulations that affect the different audits and industries.

Governmental Auditing Experience

Since our founding in 2003, our office has performed over 600 audits of governmental entities. We have provided audit services for several other agencies that are similar to the City. Many of these agencies are also similar in size and structure. We currently provide audit services to over 30 governmental entities. **Every level of our audit staff has extensive experience in auditing governmental agencies.**

Annual Comprehensive Financial Report Experience (ACFR)

All management staff assigned to this audit has substantial experience in the preparation of Annual Comprehensive Financial Reports. Ten of our governmental clients require our Firm to prepare and organize the Annual Comprehensive Financial Report as part of their scope of services. **Every report submitted has won the GFOA Certificate of Achievement for Excellence in Financial Reporting.**

GASB Implementation, Client Education, and Updates

In addition to auditing and assisting with the preparation of GASB financial statements, all audit partners and managers provide hands-on assistance with the implementation of new GASB financial reporting requirements. Our firm is a leader in the implementation of the new GASB standards going into effect in the coming years.

Our partners have provided webinars and seminars sponsored by the CSFMO, CSDA and League of California Cities, with topics ranging from significant GASB statements, fraud, and preparing for annual audits.

Single Audit Procedures

If the City has over $1,000,000 of expenditures of Federal awards, we will perform Single Audit procedures as prescribed by the Uniform Guidance. Our Single Audit procedures will be designed to test major Federal awards, as defined by the Uniform Guidance. We will perform tests and procedures to determine if the City is in compliance with the direct and material compliance requirements of each major Federal award program.

Specialized Services

Our firm has provided specialized services to governmental entities that include, but are not limited to, the following:

- State Controller Report preparation
- Tax Measure Agreed-Upon procedures
- Cash Collections Agreed-Upon procedures
- TDA audits
- Board Financial Training
- Internal Control Projects

IT and Client Data Security

MUN CPAs takes client data security seriously and has implemented a robust and redundant infrastructure that complies with recommendations of industry leaders and the IRS. An independent security contractor conducts biannual penetration audits, and the firm is fully covered by our cyber insurance policy. MUN CPAs employs daily redundant backups of all data off-site at two secure locations. Our system is protected by the latest AI-based antivirus solution that actively learns from real world threats instead of relying on outdated lists, and our next generation firewall, combined with three independent email and attachment scans, protects our communication from hackers and other malicious actors. Sensitive client data containing personally identifiable information is transferred via the same 256-bit SSL encryption that banks use. Firm staff is trained upon hire and again annually on the newest, best practices in internet security and tested monthly with various social engineering scenarios.

We utilize the latest technology, including virtual servers, data analysis software, and online libraries to provide us with the most up-to-date information to better serve our clients. First, our online client portal Suralink gives us the capability of sending and receiving information to and from our clients faster and more securely. As portals are encrypted and use password protection to ensure that data can only be viewed by the appropriate client, we are dedicated to protecting the City's confidential information.

Independence

There are no potential relationships between MUN CPAs and any employee, officer, or related entity of the City of Lincoln which would potentially impair our independence with the City of Lincoln, currently or within the last five years.

MUN CPAs is independent of the City of Lincoln as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* (latest edition).

MUN CPAs is independent of all associated agencies of the City of Lincoln, as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards*.

If MUN CPAs shall enter into a professional relationship that would present a conflict of interest during the period of engagement with the City of Lincoln a written notice will be presented to the City of Lincoln defining such conflict, if any.

License to Practice

License to Practice in California - MUN CPAs is a properly licensed, certified public accounting firm in the State of California. All certified public accountants involved in audit engagements of the Firm are licensed to practice in the State of California and have received at least the minimum number of continuing professional education hours required by the State Board of Accountancy, American Institute of Certified Public Accountants, and the U.S. Government Accountability Office's *Government Auditing Standards.*

Peer Review Report

Our firm undergoes a peer review every three years as established by the American Institute of Certified Public Accountants. Our last peer review was completed in September 2025 and resulted in a pass rating with no deficiencies (the highest rating possible) on our system of quality control for accounting and auditing. This quality control review included a review of specific government engagements. *A copy of the Peer Review Report is included on the following page*.

Report on the Firm's System of Quality Control

To the Partners of
MUN CPAS, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of MUN CPAs, LLP (the firm) in effect for the year ended December 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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909.948.9990 / 800.644.0696 / FAX 909.948.9633
gyl@gylcpa.com
www.gylcpa.com

CPAmerica
Member Crowe Global

Peer Review Report
Page 2 of 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of MUN CPAs, LLP in effect for the year ended December 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. MUN CPAs, LLP has received a peer review rating of *pass*.

Respectfully,

GYL LLP

Ontario, California
June 24, 2025

Specific Audit Approach

Our audit work plan focuses on the areas of highest risk within your financial statements and incorporates comprehensive quality-control processes, including established policies and procedures for engagement oversight.

Our financial audit methodology consists of integrated, sequential procedures that allow the audit team to plan and execute the audit strategy effectively, evaluate results, and issue clear, well-supported conclusions. It also includes performance-measurement components that help maintain audit quality through targeted staff training and ongoing professional development.

The core elements of our audit methodology include the following:

- Generally accepted auditing standards
- Professional ethics
- Quality assurance and control

Our audit process begins with assigning qualified staff to the engagement. Each engagement is supervised by an engagement partner and manager who specialize in governmental audits. Because their involvement is essential to a high-quality audit, the partner and manager will contribute approximately 30% of the total engagement hours. Our team delivers its work in an efficient, knowledgeable, and unobtrusive manner.

Proposed Segmentation of the Engagement

Audit Planning

Our audit planning process includes a risk assessment of the City and review of the control environment. We begin with a pre-planning meeting to ensure that management's expectations and our expectations are communicated prior to commencing the audit. We will confirm our understanding of the engagement deadlines and ensure these are met timely.

Interim Audit Phase:

Our interim audit phase typically takes place over three days and includes the following:

Risk Assessment

As part of our extensive planning phase, the engagement team will discuss with management issues surrounding the applicable industry, the City's internal & external environment, significant events, as well as economic, political, and social factors to determine and document areas of risk. Once areas of risk have been identified, the next process will be to review the control environment.

Control Environment — Interim Phase

A thorough understanding of the City's internal controls is central to our audit approach. During the interim phase, we focus on evaluating controls over cash receipts, cash disbursements, payroll, financial reporting, and the IT environment, followed by targeted tests of those controls. Our audit is designed as a control-based approach, allowing us to place appropriate reliance on the City's key controls.

We gain this understanding through discussions with management, observation of processes, and inspection of supporting documentation. After obtaining a high-level overview of each process, we review evidence of control activities—such as documented approvals or reviews—to verify that controls are operating as described.

If any control is found not to be functioning as intended, we will discuss the matter with management before issuing a formal recommendation.

Year-End Audit Phase:

Our year-end audit phase typically takes place over five days and includes the following:

Substantive Procedures — Year End Phase

Substantive audit procedures are designed based on our risk assessment process. Complex and high-risk accounts will be identified early in the audit process, and these accounts will be assigned to the manager and/or partner for actual testing. Our substantive audit procedures will include the following:

- Tests of account details — Detail transaction testing to source documentation
- Analytical procedures — Ratio analysis, variance analysis, trend analysis
- Use of data analysis software — Review of large volumes of data to detect anomalies
- Unpredictability tests — Varying timing and extent of tests
- Review of management's estimates — To determine reasonableness
- Review of subsequent events and contingencies — For proper adjustment and footnote disclosure

Laws and Regulations

As applicable, we will review the laws and regulations covering the City's grants and other programs. Based upon our inquiry with City staff, review of the City's government code, review of administrative policies, etc., we will determine the relevant laws and regulations that will be subject to additional test work.

Use of Analytic Procedures during the Audit

The use of analytic procedures during our audit of the City is part of our planned audit approach for certain financial statement line items. In order to perform effective analytic procedures, MUN CPAs must first obtain an understanding of activity at the City, as well as changes in activity during the year under audit. This will allow MUN CPAs to develop expectations for changes or lack of changes in key account balances for the purpose of performing our analytical procedures. Our analytical procedures will be performed using a combination of the following:

- Independent recalculations of account balances: Performing our own independent recalculation of an account balance, then comparing to the City's actual account balance to see if our recalculated balance agrees to the City's balance. A significant variance between our recalculated balance and the City's balance would require additional inquiries and procedures to determine if the account balance requires an adjustment.

- Variance analytics of prior year and current year account balances: By developing our understanding of activity at the City, we can then compare current year account balances to the prior year balance and determine if the change in the account balance is reasonable based on our understanding of activity at the City during the year. Account balances and/or changes in account balances that do not meet our expectations will require further inquiry with management to determine if an adjustment is needed.

- Ratio analysis: We can compare the relationship of certain accounts to other accounts or non-financial information to determine if the relationship is consistent or if a variance may indicate an adjustment to an account may be required.

Drawing Audit Samples

The selection of audit testing samples is based on a combination of materiality, qualitative factors, and auditor judgement. Account balances and/or transactions over a certain dollar limit are automatically selected for testing. Smaller account balances, transactions, or disclosures that MUN CPAs determines may have a qualitative impact on the financial statements and influence a user of the financial statements will also be selected for testing.

Proposal to Provide Audit Services to:

City of Lincoln

Based on our review of the financial statements of the City, we anticipate that our primary areas of audit focus will be:

- Financial reporting requirements
- Impact of new GASB accounting standards
- Fund balance classification
- Revenue recognition
- Valuation of accounts and leases receivable
- Valuation of capital assets
- Expense and accrual timing
- Long-term debt reporting

Preparation of Audit Report and Review — Year-end Phase and Wrap-up Phase

The manager and engagement partner review audit workpapers throughout the audit. Before we complete our scheduled fieldwork, the file will be substantially reviewed, and any issues will be discussed and resolved. All reports are reviewed by the engagement partner and concurring partner.

Proposal to Provide Audit Services to:

City of Lincoln

Partner, Manager and Staff Qualifications and Experience

The team assigned to perform the audit of the City of Lincoln is composed of highly trained professionals with extensive experience in governmental audit engagements. Our small, efficient working group will maintain a knowledgeable, yet non-intrusive, approach to the audit, and in this way, deliver an audit of exceptional quality requiring few disruptions in the conduct of the City's on-going operations. Engagements at MUN CPAs are conducted under the supervision of an engagement partner and manager, which assures that quality standards are maintained, and all client requirements are met.

We propose the following management team for the audit:

ERICA PASTOR, CPA, Engagement Partner
JUSTIN WILLIAMS, CPA, Concurring Partner
SUSAN BEETER, CPA, Senior Manager

Professional Affiliations

Our commitment to governmental accounting is further strengthened by our involvement with respected organizations.

Erica Pastor is Past President and current board member of CalCPA-Sacramento Chapter, and a member of the statewide CalCPA Governmental Accounting & Auditing Committee. She is also a member of the GFOA **Certificate of Achievement for Excellence in Financial Reporting Program and is frequently asked to review submitted financial statements.**

Justin Williams is a member of the statewide CalCPA Governmental Accounting and Auditing Committee and the Special District Leadership Foundation Certification and Audit Review Advisory Committee. He has also published accounting and auditing articles and has been a speaker at webinars and seminars sponsored by these organizations with topics including **GASB 84 and 87**, fraud, and preparing for annual audits.

Quality of Staff

MUN CPAs staff training and professional development program ensures the staff assigned to the audit of the City will maintain the highest levels of professional understanding of the issues impacting the City. All professional staff at MUN CPAs, from a brand-new staff associate to a seasoned senior manager, undergo a formal mid-year and year-end performance evaluation process. Our formal evaluation process is designed to provide constructive feedback to continue the professional growth and development of our staff, as well as provide guidance and assistance to allow staff to achieve their professional goals. In between formal evaluations, staff receive informal feedback on specific audit engagements. Finally, our formal staff training program ensures that our audit staff at all levels receive targeted training classes to meet *Government Auditing Standards*, as well as to keep up to date on current issues and challenges impacting governmental entities.

Continuing Education

Continuing education is a top priority for MUN CPAs. Each of our team members receives a wide variety of annual training and content updates from highly qualified instructors, ensuring that they remain at the forefront of issues that could potentially impact our clients. Individuals who work on audits subject to *Government Auditing Standards* must obtain, every two years, at least 80 hours of CPE that directly enhance the auditor's professional proficiency to perform audits and/or attestation engagements. At least 20 of the 80 hours must be obtained annually. Individuals responsible for conducting substantial portions of the fieldwork, planning, directing, or reporting on audits subject to *Government Auditing Standards* must obtain 24 of those hours in subjects directly related to the government environment and government auditing. All members of the City's proposed engagement team meet or exceed all continuing education requirements of Federal, State and all applicable professional organizations.

Partner and Manager Availability

We believe your access to the partner and manager before, during and after the audit is important to the relationship between the City and our Firm. The partner and/or manager will be readily available during the audit in order to discuss issues with management of the City. We encourage our clients to call us throughout the year to discuss accounting matters as they arise. There are no additional charges for these routine phone calls.

We believe on-going communication throughout the entire audit will ensure that all aspects of the audit are thoroughly addressed. We encourage regular communications throughout the year, not just during fieldwork. As such, we do not anticipate any potential audit problems to arise during our engagement.

Partner Rotation

With the addition of Government Code 12410.6 (b) we have established a policy to rotate our engagement partners every six years. By adhering to this policy, our clients will always have an engagement partner overseeing their audit in accordance with Government Code 12410.6 (b). Another benefit of this rotation of engagement partners is that our clients will benefit from MUN's experience and institutional knowledge of client operations (especially during implementation of new GASBs) and also ensure a fresh set of eyes overseeing their audit.

Staff Consistency

We understand the best way to provide the City with responsive quality services is to assign the most qualified individuals to the engagement and maintain continuity of staff on successive engagements. We are committed to maintaining the same staff assigned in this proposal in subsequent engagement years.

Our Firm takes great pride in not only selecting high quality staff members but also providing them an environment designed for their success and betterment.

We believe staff continuity on engagements is essential to that engagement being successful. Our Firm's mission statement reads:

> *To provide responsive, innovative services of the highest quality to our clients; and to provide a positive, rewarding environment encouraging our employees to fulfill their professional and personal goals.*

Erica Pastor, CPA

Engagement Partner

Erica has 23 years of public accounting experience and has spent 19 of those years with MUN CPAs. She has extensive experience serving government clients and is a leader in her vocation; she is past President and Board Member of CalCPA – Sacramento. As the engagement partner, Erica will have overall responsibility for the efficiency, timeliness, and delivery of the services we provide, including developing and maintaining effective lines of communication with the City. She will directly interface with the City 's management and will plan and review the audit.

INDUSTRY EXPERIENCE:	Municipalities Special Districts Nonprofit Organizations Privately held businesses
OTHER EXPERTISE:	GASB implementation Annual Comprehensive Financial Reports Federal Single Audit Grant compliance Grants and contracts compliance Internal control implementation Agreed-upon procedures Audit committee training Reviewed and compiled financial statements
RELEVANT ENGAGEMENT EXPERIENCE:	City of Lincoln City of Dixon City of Hollister City of Winters City of Novato City of Rio Vista City of Williams Ironhouse Sanitary District South Placer Municipal Utility District Yolo County Flood Control & Water Conservation District Tahoe City Public Utility District Sacramento-Yolo Mosquito & Vector Control District North Tahoe Public Utility District
DESIGNATIONS:	Certified Public Accountant (CPA)
PROFESSIONAL MEMBERSHIPS:	American Institute of Certified Public Accountants CalCPA Governmental Accounting & Auditing Committee CalCPA, Sacramento Chapter, Past President, and Board Member GFOA Special Review Committee member
EDUCATION:	Bachelor of Science, Managerial Economics UC Davis – Davis, California, Certificate of Accountancy National University – Sacramento, California

Justin Williams, CPA
Concurring Partner

Justin's professional career includes more than 29 years of public and private accounting experience, of which 27 years has been heavily concentrated on audits of governmental entities throughout Northern California. He has been extensively involved with the California Special Districts Association, providing workshops and webinars to the association members throughout the year. As concurring partner, Justin will perform a secondary review of the engagement, ensuring that all firm and professional standards are adhered to.

INDUSTRY EXPERIENCE:	Municipalities Special Districts Nonprofit Organizations Privately held businesses Retirement / employee benefit plans
OTHER EXPERTISE:	GASB implementation Federal and State compliance and financial reporting Internal control implementation Board of Directors training Peer reviews
RELEVANT ENGAGEMENT EXPERIENCE:	City of Lincoln Town of Truckee City of Novato Diablo Water District Nevada Irrigation District South Tahoe Public Utility District Rodeo Sanitary District Santa Nella County Water District Amador Water Agency Greater Vallejo Recreation District Keyes Community Services District Yuba County Water Agency
DESIGNATIONS:	Certified Public Accountant (CPA)
PROFESSIONAL MEMBERSHIPS:	American Institute of Certified Public Accountants California Society of Certified Public Accountants GFOA Budget Awards Program
EDUCATION:	Bachelor of Science, Accounting Case Western Reserve University – Cleveland, Ohio

Susan Beeter, CPA

Senior Manager

Susan has over 25 years of public accounting experience, including 23 years auditing government entities which includes cities and special districts. She provides audit services to a wide range of industries, including governmental and nonprofit entities. As audit manager, Susan will be responsible and will coordinate the planning and implementation of audit processes, including daily supervision and technical support of the audit. She will work closely with the City to ensure issues are identified and addressed and that the delivery of services is timely and day-to-day audit functions are performed in an efficient manner.

INDUSTRY EXPERIENCE:	Governmental Entities Municipalities Special Districts Nonprofit Organizations
OTHER EXPERTISE:	Annual Comprehensive Financial Reports GASB Implementation Single Audit compliance Internal control evaluation Grants and contracts compliance Accounting services Inventory observations
RELEVANT ENGAGEMENT EXPERIENCE:	City of Winters City of Dixon City of Novato City of Lincoln City of Willams Sacramento-Placerville Transportation Corridor -Joint Powers Authority Greater Vallejo Recreation District Nevada Irrigation District South San Joaquin County Fire Authority South Tahoe Public Utility District Southgate Recreation and Park District Yuba County Water Agency
DESIGNATIONS:	Certified Public Accountant (CPA)
PROFESSIONAL MEMBERSHIPS:	American Institute of Certified Public Accountants California Society of Certified Public Accountants
EDUCATION:	Bachelor of Science, Business Administration – Accountancy North Dakota State University

References

Cities	Dates	Contact Information	Description of Services
City of Dixon	2025 – Current	Kate Zawadzki Finance Director (707) 678 - 7000	• ACFR • Single Audit • Fire District Audit • TDA Audit • GANN Limit
City of Rio Vista	2013 - Current	Jen Lee Director of Finance (707) 374 - 6451	• City audit • ACFR • Single Audit • TDA Audit • GANN Limit
City of Novato	2015 - Current	Carla Caravahlo-Degraff Finance Director (415) 899 - 8913	• City audit • ACFR • Single audit • GANN Limit • SCO Report

List of Current City and Local Government Clients

- City of Dixon
- City of Hollister
- City of Lincoln
- City of Novato
- City of Rio Vista
- City of Williams
- City of Winters
- Town of Truckee
- Olympic Valley Public Services District
- Alpine Springs County Water District
- Amador Water Agency
- Associations of California Water Agencies
- Big Bear Municipal Water District
- California Statewide Communities Development Authority
- California Statewide Financing Authority
- Castro Valley Sanitary District
- Diablo Water District
- Greater Vallejo Recreation District
- Ironhouse Sanitary District
- Keyes Community Services District
- Nevada Irrigation District
- North Tahoe Fire Protection District
- North Tahoe Public Utility District
- Rodeo Sanitary District
- Sacramento-Yolo Mosquito & Vector Control District
- Sacramento-Placerville Transportation Corridor JPA
- Santa Nella Water District
- South Placer Municipal Utility District
- South San Joaquin Fire Authority
- South Tahoe Public Utility District
- Southgate Recreation and Park District
- Stinson Beach County Water District
- Tahoe City Public Utility District
- Yuba County Water Agency
- Yolo County Flood Control & Water Conservation District

Proposal to Provide Audit Services to:

City of Lincoln

Cost Proposal

In accordance with the Request for Proposal for Audit Services issued by the City of Lincoln, we hereby submit the following Project Budget for the fiscal years ending June 30, 2026, through June 30, 2030.

Our fees are based on estimated hours and **discounted** hourly rates determined by each professional's level of experience.

TOTAL ALL-INCLUSIVE MAXIMUM FEE

Services	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30
City Audit and Related Reports	$68,000	$69,700	$71,400	$73,200	$75,000
GANN Limit Report	800	800	800	800	800
Single Audit* and Related Reports	4,300	4,400	4,500	4,600	4,700
State Controller Reports	6,200	6,400	6,600	6,800	7,000
Total All-Inclusive Maximum Price	**$79,300**	**$81,300**	**$83,300**	**$85,400**	**$87,500**

***Single Audit** - If more than one major program is required to be tested, the cost will be $2,500 for each additional program.

Professional Fees for Additional Services:

MUN CPAs may also furnish other accounting services, which may include advisory and system accounting services as requested by the City of Lincoln. If the City requests additional services, either to supplement the services requested or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and MUN CPAs. Any such additional work agreed to between the City and MUN CPAs shall be performed at the **standard hourly rates listed below. The rates used to calculate the fees in the schedule of estimated fees on the previous page are discounted rates and are not indicative of our standard hourly rates.**

Staff Level	Standard Hourly Rates
Partners	$400
Senior Manager	300
Managers	250
Senior Staff	200
Staff	150

EXHIBIT B

SCHEDULE OF PERFORMANCE

Phase	Estimated Completion
Audit Interim Planning and Fieldwork	June 30th
Audit Year-End Fieldwork	October 31st
Final Audit and Financial Statements	December 31st
Final Single Audit and Submit to Audit Clearinghouse	January 31st
Preparation and Submission of State Controllers Office Financial Transaction Reports	January 31st

The five year contract term for financial auditing services will commence upon execution of the contract by the City and expire five years from date of execution. The City may extend this contract each year thereafter up to three years.

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
Labor Code § 1861

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

MUN CPAs, LLP

By:_____
Erica Pastor, CPA
Partner

_____
Date

EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A.**

EXHIBIT E – BUDGET AND FEE SCHEDULE

CITY OF LINCOLN – FINANCIAL AUDIT SERVICES
MUN CPAs, LLP COMPENSATION FOR SERVICES

Cost Proposal

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