CITY OF LINCOLN
2026 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY
September 8, 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_BuE0s3EcQD-zsbFvqlr9eQ

or participate by calling US: +1 (669) 900-6833
use ID #867 6709 0429
and use *9 to raise hand to speak

EXECUTIVE TEAM

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

1.B **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Initiation of litigation pursuant to Government Code §54956.9(d)(4): Two (2) potential cases

1.C **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code §54956.9
Name of Case: (Darrow, et al. v. City of Lincoln, et al., Placer County Superior Court Case

No. S-CV-0052232)

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. PRESENTATIONS

10.A Recognition of Police Chief Matt Alves' Retirement

10.B Wings and Wheels Event Recap (Mayor Pearl)

11. INFORMATION ITEMS AND DISCLOSURES

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 August 25, 2026 Regular City Council Meeting. (Hope Ithurburn)

13.B Adopt a Resolution to Amend FY 2026/27 Blanket Purchase Order Authorization for Aqua Metrics. (Chris Nelson)

13.C Adopt a Resolution Approving the Sewer Master Plan Update. (Araceli Cazarez)

13.D Adopt a Resolution Approving Stardust 78 Backbone Improvement Plans & Stardust 78 Sewer Pump Station Improvement Plans, Stardust Large Lot Final Map, And Authorizing the Recording of the Final Map. (Kaylie Tavenner)

13.E Adopt a Resolution Accepting the 6th Street Storm Drain Repair Capital Improvement Project (CIP) 662 as Complete and Authorizing the City Clerk to file the Notice of

Completion with the Placer County Recorder. (Jacob Groeser)

14. PUBLIC HEARINGS

14.A Liberty at Lincoln Phase 1 Village 8 (Mikaela Noble)

1. Determine that the project does not require additional environmental review pursuant to California Environmental Quality Act (CEQA) Section 15182 (Projects Pursuant to a Specific Plan); and,
2. Adopt a Resolution approving of a Small Lot Vesting Tentative Subdivision Map for the proposed Liberty at Lincoln Phase 1 Village 8 Project.

15. GENERAL BUSINESS

15.A Approval of the Strategic Plan for 2026 which Outlines Specific Goals as Identified by City Council. (Sean Scully)

15.B Adopt a Resolution Approving the Artificial Intelligence (AI) Acceptable Use Policy. (Jennifer Brown)

15.C Approval of Successor Memorandum of Understanding between International Union of Operating Engineers, Stationary Local 39, AFL-CIO Professional/Administrative Employee Group and the City of Lincoln and Related Salary Schedule. (Veronica Rodriguez)

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 10.A

SUBJECT:	Recognition of Police Chief Matt Alves' Retirement
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Manager's Office
DATE:	September 8, 2026

ATTACHMENTS:
Chief Alves Retirement.docx

PROCLAMATION

HONORING CHIEF MATT ALVES

WHEREAS, The City of Lincoln proudly recognizes Chief Matt Alves upon his retirement and extends its sincere gratitude for a remarkable career devoted to serving the community he has called home for more than four decades; and

WHEREAS, Chief Alves' connection to Lincoln began in 1981, when his family moved to the community. He attended Glen Edwards Middle School and graduated from Lincoln High School in 1994. That same year, he began his career in public safety as a volunteer firefighter with Placer County Fire Department Station 75; and

WHEREAS, after earning his paramedic license in 1998, Chief Alves continued his commitment to public service by joining the Lincoln Police Department in 1999 as a dispatcher. In 2001, he became a police officer trainee and attended the Yuba College Basic Police Academy with the support of the department; and

WHEREAS, over the years, Chief Alves served numerous roles within the Lincoln Police Department, steadily taking on greater responsibility and leadership. In 2021, he was appointed Public Safety Chief, overseeing both the Police and Fire Departments. When the City returned to separate department leadership in 2023, he continued his service as Lincoln's Police Chief; and

WHEREAS, throughout his career, Chief Alves has demonstrated an unwavering commitment to the people he serves. He has consistently put the Lincoln Police Department, its employees, and the residents of Lincoln first, leading with dedication, professionalism, and a deep understanding of the community.

NOW, THEREFORE, BE IT RESOLVED, that I, RICHARD PEARL, MAYOR, and on behalf of the CITY OF LINCOLN, do hereby congratulate Chief Alves on more than 30 years of public service and extend our heartfelt appreciation for his leadership, sacrifice, friendship, and unwavering dedication to our community.

Attest:_____
Hope Ithurburn, City Clerk
September 8, 2026

_____
Richard Pearl, Mayor
September 8, 2026

STAFF REPORT

Item Number 10.B

SUBJECT:	Wings and Wheels Event Recap (Mayor Pearl)
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Manager's Office
DATE:	September 8, 2026

STAFF REPORT

Item Number 13.A

SUBJECT: Approval of Meeting Minutes of August 25, 2026 Regular City Council Meeting. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Clerk's Office

DATE: September 8, 2026

ATTACHMENTS:
1.DRAFT - MEETING MINUTES, 8.25.2026.pdf

MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
August 25, 2026

1. CLOSED SESSION MEETING – 4:00pm

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

1.B **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code §54956.9
Name of Case: (Lawyer v. County of Placer et al., Placer County Superior Court Case No. SCV0055639)

1.C **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Initiation of litigation pursuant to Government Code §54956.9(d)(4): Two (2) potential cases

1.D **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code §54956.9
Name of Case: (Khachadourian v. Cook, et al., Placer County Superior Court Case No. S-CV-0051202)

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

2. CALL TO ORDER - The meeting was called to order by Mayor Pearl at 4:04pm 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 *arrived at 4:12pm
Whitney Eklund
John Reedy

4. PUBLIC COMMENT ON CLOSED SESSION – none.

Council recessed to Closed Session at 4:06pm.

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 6:08pm.

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

7. PLEDGE OF ALLEGIANCE – led by Will Foote.

8. REPORT FROM CLOSED SESSION (if applicable) – no reportable action, direction was provided to staff.

9. AGENDA MODIFICATIONS
Request for item 13 – Information Items and Disclosures be moved ahead of Presentations.

10. PRESENTATIONS
10.A Recognition of Lincoln Youth Global Disc Golf Champions.

Council recognized Jack, William, and Cody Buker with many comments of support and commendation following.

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

The following provided public comment:

Stan Nader, Lincoln resident *a handout was provided to Council.
Purple Paws for Peace, Lincoln organization
Byron Chapman, Lincoln resident
Mr. Buker, Lincoln resident
Todd Benzel, Lincoln resident

12. CONSENT

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

12.A Approval of Meeting Minutes of July 28, 2026 Regular City Council Meeting.

12.B Approval of Meeting Minutes of August 11, 2026 Regular City Council Meeting.

12.C Adopt **Resolution 2026-136** to Accept the Grant Deeds for Open Space Lots 7 and 8 within the Meadowlands Project.

12.D Adopt **Resolution 2026-137** Approving Annexation No. 30 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services)

and Adopt **Resolution 2026-138** Approving Annexation No. 18 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-2 (Public Services).

12.E Adopt **Resolution 2026-139** Authorizing the City Manager to Execute First Amendment to Option and Tower Structure License Agreement with New Cingular Wireless PCS, LLC extending the agreement an additional twelve (12) months.

12.F Adopt **Resolution 2026-140** Designating Councilmember Holly Andreatta as the City of Lincoln's Voting Delegate and Councilmember Ben Brown as the Alternate at the League of California Cities (Cal Cities) 2026 Annual Conference.

12.G Adopt **Resolution 2026-141** Accepting the Police Department Parking Lot Expansion Capital Improvement Project (CIP) 626 as Complete and Authorizing the City Clerk to File the Notice of Completion with the Placer County Recorder.

12.H Adopt **Resolution 2026-142** Approving the Reclassification of a Senior Civil Engineer Position to Engineering Manager in the Engineering Department.

Mayor Pearl called for a motion of approval. Councilmember Andreatta motioned to approve, motion was seconded by Councilmember Brown. Passed by the following voice vote:

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

13. INFORMATION ITEMS AND DISCLOSURES

*Item was moved ahead of Presentations.
Councilmember Brown promoted the newly established Thursday night Farmer's Market. Mayor Pearl promoted the upcoming Wings and Wheels event.

14. PUBLIC HEARINGS – none.

15. GENERAL BUSINESS

15.A Authorizing the Issuance of a Response to the Placer County Grand Jury (PCGJ) 2025-2026 Report titled "Public Communication by Placer County Cities - Correctable Deficiencies"

City Manager, Sean Scully presented to council.

Mayor Pearl opened public comment with the following providing comment:

Stan Nader, Lincoln resident

Council provided direction to staff approving the draft response.

Mayor Pearl called for a motion of approval. Councilmember Brown 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

15.B Adopt a Resolution Authorizing the City Manager or Designee to Enter into a Pledge Agreement and Amendment to the School Facilities Agreement Between the City of Lincoln, Lincoln Land Holding, Western Placer Unified School District and the South Placer Regional Transportation Authority for the Deferral of up to 50% of Tier II SPRTA Development Fees.

Assistant City Manager, Nita Wracker presented the item to Council.

Mayor Pearl opened public comment with no public comment.

Matt Click, South Placer Regional Transportation Agency (SPRTA) Executive Director and Osman Mufti, SPRTA General Counsel responded to questions from Council.

Mayor Pearl called for a motion of approval. Councilmember Reedy motioned to table the agenda item and further direction was given to staff, 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.C Adopt **Resolution 2026-143** Approving the Reclassification of the Police Department's Public Safety Director Position to Police Chief and Adopt the Revised Police Chief Salary Schedule.

Human Resources Director, Veronica Rodriguez presented to Council.

Mayor Pearl opened public comment with 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

16. CITY MANAGER REPORTS

Manager Scully announced the upcoming retirement of Police Chief Matt Alves on September 17, 2026. Scully also promoted the upcoming Mayor's Cup event scholarship funds will be utilized for

Parks & Recreation activities and noted that the State of the City event will be scheduled soon.

17. COUNCIL INITIATED BUSINESS
Councilmember Brown requested a workshop to discuss Flock cameras.

18. COMMITTEE REPORTS
Councilmember Andreatta reported recent attendance at a Sacramento Area Council of Government (SACOG) board meeting. Councilmember Reedy reported recent attendance at an Economic Development Committee meeting as well as Western Placer Waste Management Authority (WMPMA) board meeting. Councilmember Brown reported on an upcoming South Placer County Transportation Planning Agency (SPRTA) board meeting.

19. **ADJOURNMENT**

The meeting was adjourned at 7:38pm to the Regular City Council meeting on September 8, 2026, at 6:00pm in the Council Chambers, 600 6th Street, Lincoln.

Respectfully submitted by Hope Ithurburn, City Clerk

_____
Hope Ithurburn, City Clerk

DRAFT

LincolnCA Retail Opportunities

MARKET AREA

POPULATION (2015)
71,358

HOUSEHOLD SIZE (2015)
2.71

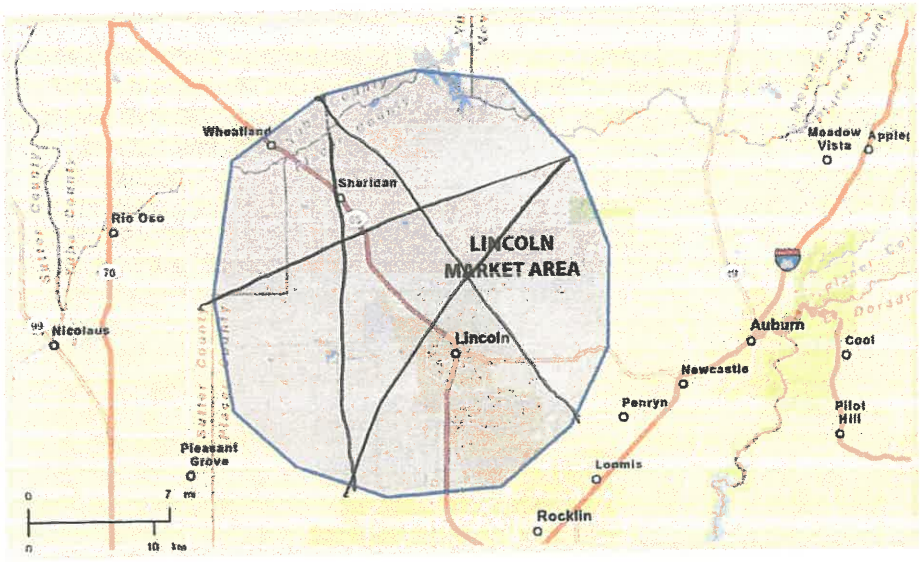
MEDIAN AGE (2015)
40.4

AGE 25-54 (2015)
36.8%

MEDIAN HOUSEHOLD INCOME (2015)
$81,576

BACHELOR'S DEGREE OR HIGHER (AGE 25+)
34.5%

5-YEAR RETAIL POTENTIAL
$53.5 million
221,225 SF



HIGH INCOME HOUSEHOLDS IN PLACER COUNTY

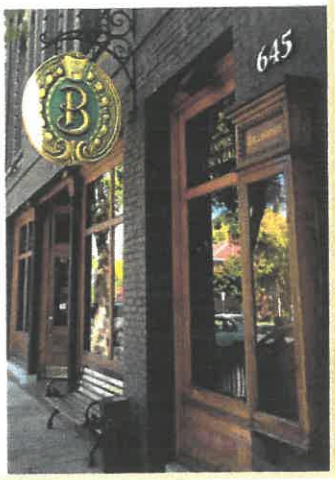
Growing population of affluent families

- **RAPID GROWTH** – Population more than tripled between 2000 and 2014
- **STRONG INCOMES** – Median over $20,000 (33%) above state average
- **RETAIL LEAKAGE** – Over $250 million in sales

Active family and senior community with high disposable income

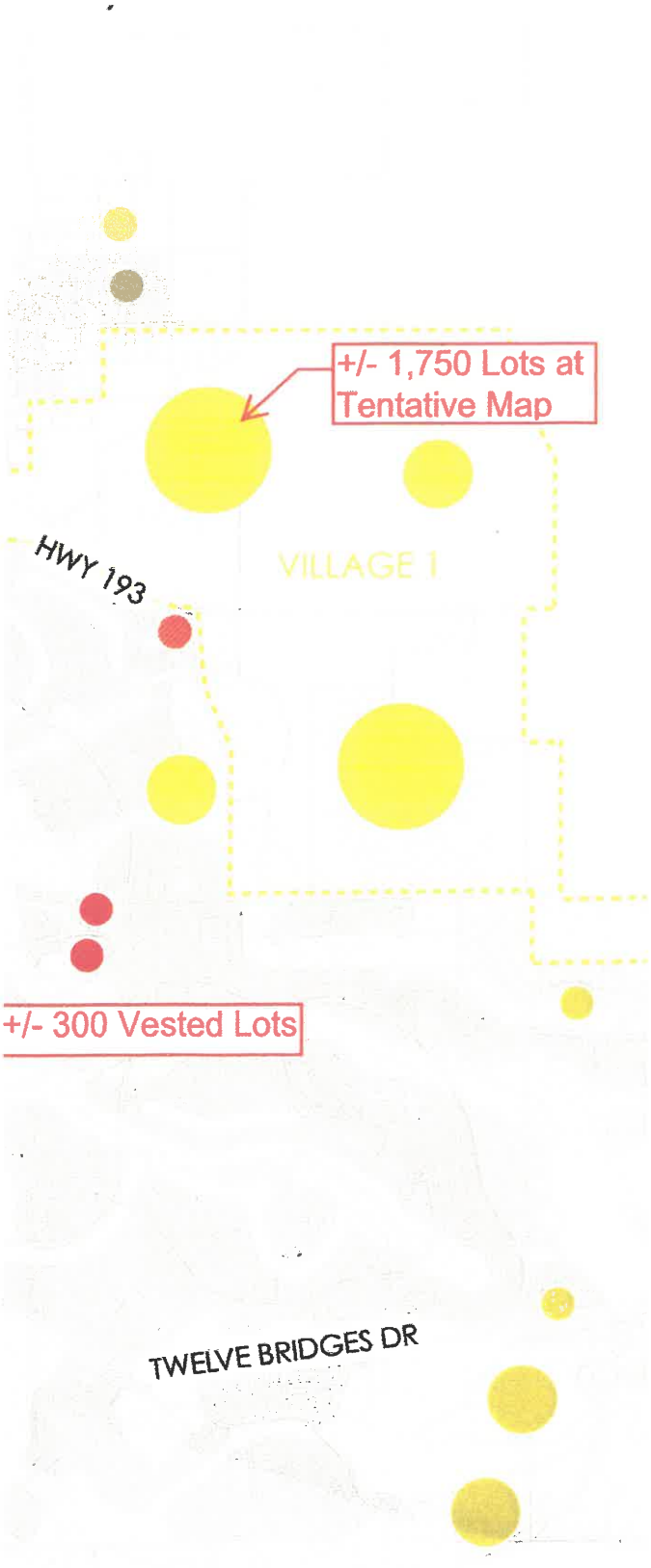
- **BOOMBURBS** – Almost 23% of households (29% of population) in the "The Boomburbs" market segment, with a median age of 34 and median income of $110,681
- **SENIOR LIVING** – Affluent, active seniors drawn to Sun City Lincoln Hills, a 3,000 acre adult-living community with 6,800 homes





City of Lincoln

Shawn Tillman
Economic Development Manager
stillman@ci.lincoln.ca.us
office (916) 434-2460
mobile (530) 864-5212



RESIDENTIAL UNITS

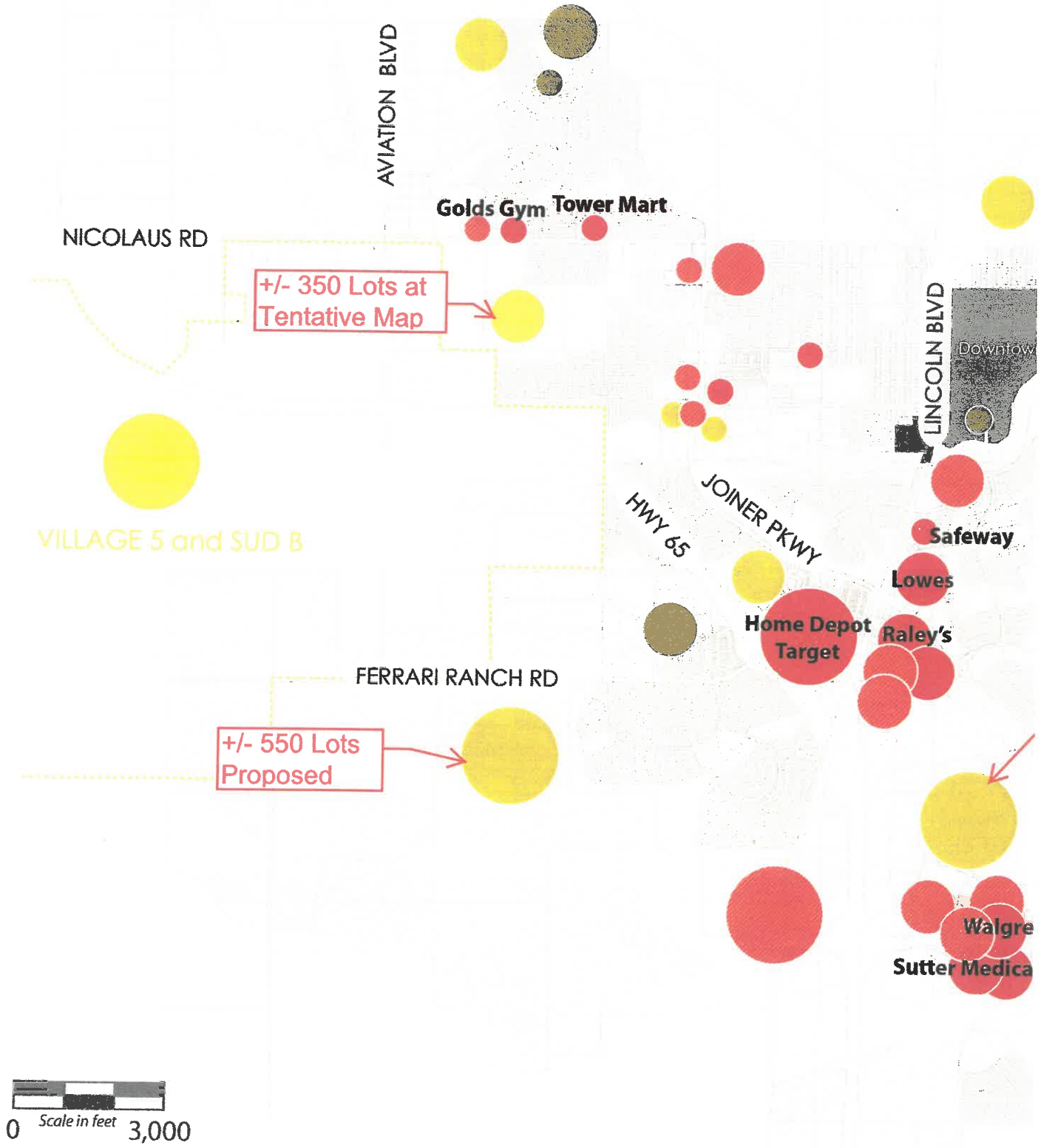
521	Under Construction
5,825	Entitled (not yet built)
11,861	Proposed
17,882	TOTAL NEAR-TERM UNITS

RESIDENTIAL DEVELOPMENT SIZE

- 0 - 99 units
- 100 - 500 units
- 1,000 + units

COMMERCIAL TYPE

- Neighborhood/Office Commercial
- Community Commercial
- Regional Commercial
- Vacant


AVIATION BLVD
Golds Gym
Tower Mart
NICOLAUS RD
+/- 350 Lots at Tentative Map
LINCOLN BLVD
Downtow
VILLAGE 5 and SUD B
HWY 65
JOINER PKWY
Safeway
Lowes
Home Depot
Target
Raley's
FERRARI RANCH RD
+/- 550 Lots Proposed
Walgre
Sutter Medica
0
Scale in feet
3,000



BOOMBURBS

Households	22.8%
Median Income	$110,681
Median Age	34 yrs

UP AND COMING FAMILIES

Households	22.4%
Median Income	$76,135
Median Age	32 yrs

THE ELDERS

Households	21.3%
Median Income	$67,806
Median Age	60 yrs

EXURBANITES

Households	6.9%
Median Income	$84,522
Median Age	46 yrs

GREEN ACRES

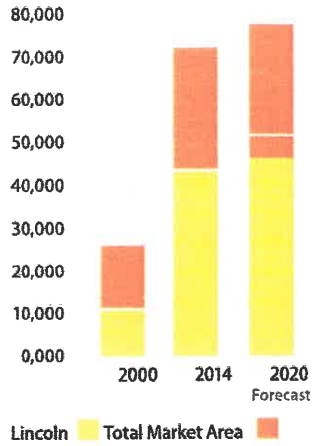
Households	6.8%
Median Income	$57,196
Median Age	37 yrs

Top 5 Tapestry Market Segments, 2014
SOURCE: ESRI Business Information Systems (2015)



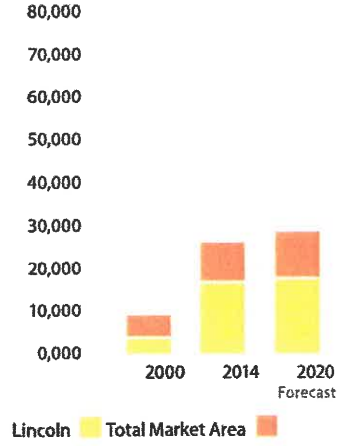
MARKET AREA

Population



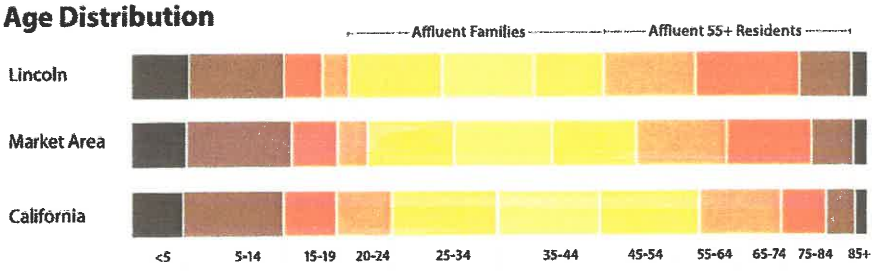
MARKET AREA

Households



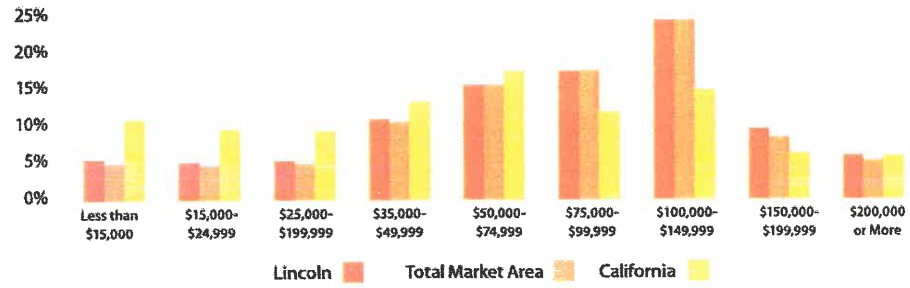
MARKET AREA

Age Distribution



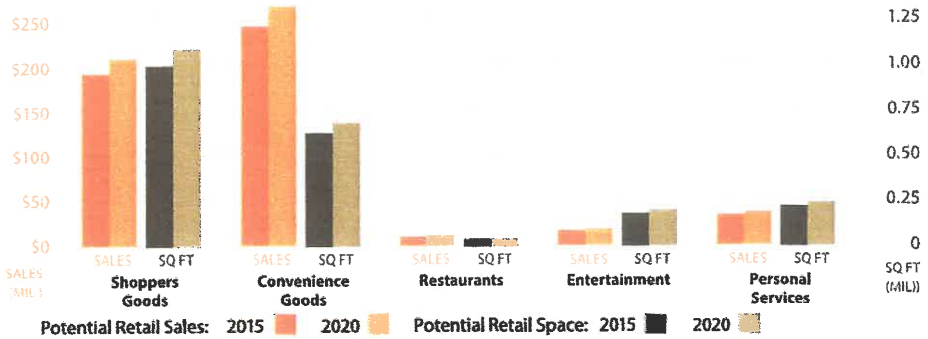
MARKET AREA

Household Income, 2015



RETAIL DEMAND

Market Area Potential Retail Demand



Sources: All data on this page: ESRI Business Information Solutions (2013). Additional data on Potential Retail Demand: Marketek, Inc., and Urban Land Institute (2015).

STAFF REPORT

Item Number 13.B

SUBJECT: Adopt a Resolution to Amend FY 2026/27 Blanket Purchase Order Authorization for Aqua Metrics. (Chris Nelson)

SUBMITTED BY: Chris Nelson

DEPARTMENT: Public Works

DATE: September 8, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution amending Resolution No. 2026-122 to increase the authorized Fiscal Year (FY) 2026/27 expenditure amount for Aqua Metrics by $305,309, from $511,875 to a not-to-exceed amount of $817,184, for water metering equipment, meter-reading equipment and software, registers, meters, MXUs, and related services.

BACKGROUND/INTRODUCTION:

On July 28, 2026, the City Council approved Resolution No. 2026-122, authorizing the City Manager to execute agreements and encumber funds for routine goods and services identified in Attachment A for FY 2026/27.

Aqua Metrics is an established, on-call vendor that provides water metering equipment and related products and services, including registers, meters, MXUs, meter-reading equipment, and associated software. The approved Attachment A listed Aqua Metrics with an authorized FY 2026/27 expenditure amount of $511,875.

FINDINGS/ANALYSIS:

Following Council approval, staff identified that $305,309 in previously budgeted Aqua Metrics expenditures was inadvertently omitted from the authorized not-to-exceed amount included in Attachment A. The omission affected the amount presented for Council authorization only; it did not affect the City's adopted FY 2026/27 budget.

The requested correction increases the authorized Aqua Metrics amount by $305,309, from $511,875 to $817,184. This action does not add a new vendor, expand the scope of services, or authorize an additional appropriation. It corrects the existing blanket purchase order authority for an established vendor so it aligns with funding already included in the adopted FY 2026/27 budget.

FISCAL IMPACT:

The additional $305,309 is included in the adopted FY 2026/27 budget and will be charged to the appropriate Water Division accounts. No additional appropriation is required. The revised not-to-exceed authorization for Aqua Metrics will be $817,184. The Supplies subtotal in Attachment A will increase from $2,494,333 to $2,799,642.

ATTACHMENTS:

Resolution Amending Resolution No. 2026-122.pdf

Revised Attachment A â€“ FY 202627 Blanket Purchase Order List.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
AMENDING RESOLUTION NO. 2026-122 TO AMEND THE AUTHORIZED
FISCAL YEAR 2026/27 EXPENDITURE AMOUNT FOR AQUA METRICS

WHEREAS, on July 28, 2026, the City Council adopted Resolution No. 2026-122, authorizing the City Manager to execute agreements with vendors identified in Attachment A for routine goods and services for Fiscal Year 2026/27; and

WHEREAS, Aqua Metrics is an established vendor included in Attachment A for the provision of registers, meters, MXUs, meter-reading equipment, software, and related water-system equipment and services; and

WHEREAS, Resolution No. 2026-122 identified an authorized expenditure amount of $511,875 for Aqua Metrics; and

WHEREAS, after Council approval, staff identified that $305,309 in previously budgeted expenditures for Aqua Metrics was inadvertently omitted from the authorized expenditure amount shown in Attachment A; and

WHEREAS, the omitted amount is included in the City's approved Fiscal Year 2026/27 budget and does not require an additional appropriation; and

WHEREAS, it is necessary to amend the authorized expenditure amount for Aqua Metrics by $305,309, increasing the not-to-exceed amount from $511,875 to $817,184, to provide for the City's planned Fiscal Year 2026/27 water-metering equipment, software, and related operational needs.

NOW THEREFORE BE IT RESOLVED:

Section 1. Resolution No. 2026-122 is amended to increase the Fiscal Year 2026/27 authorized expenditure amount for Aqua Metrics by $305,309, from $511,875 to a not-to-exceed amount of $817,184.

Section 2. The City Manager is authorized to execute agreements and encumber funds for Aqua Metrics in an amount not to exceed $817,184, consistent with the approved Fiscal Year 2026/27 budget and applicable City purchasing requirements.

PASSED AND ADOPTED this 8th day of September, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:

ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Revised **Attachment A**

Supplies over $100,000

Vendor	Department	26-27 Budget	Description
Amazon/Office Depot/Sierra Office Supply	All	$ 233,250	Office Supplies/Printing Operational Supplies
Aqua Metrics	Water / IT	$ 817,184 ~~511,875~~	Registers, Meters, MXU's, Meter Reading Equipment/Software
Curtis / MES / Allstar / Advantage Gear / Cascade	Police / Fire	$ 207,000	Equipment/Turnouts/Uniforms
Dell/ Lenovo/ CDW/ SHI/ SCH	IT	$ 215,000	Computer Equipment
Echo/SCL/Granite Electrical/Platt Electrical	Streets	$ 129,500	Streetlight Supplies
Ferguson / Backflow Depot/Groeniger/Pace	Streets/Water/Wastewater	$ 349,000	Water Pipe Supplies
Grainger/ Lowes/ Home Depot/ Ace Hardware	Public Works	$ 101,350	Hardware, Tools, Operational Supplies
Kirby Pump/Loewen/CPM	Water	$ 106,500	Well/Pump Parts
North State Tire	Fleet	$ 120,000	Tires/Service
Riebes/O'Reilley	Fleet	$ 100,000	Automotive Supplies

Revised **Attachment A**

Supplies over $100,000

Vendor	Department	26-27 Budget	Description
Stockton TRI / Schaefer	Solid Waste	$ 265,000	Residential /Commercial Bins & Totes
Spring City/Jam/ Iconis/Pace/Pollard/Grice	Streets	$ 42,000	Pipe/Sign Supplies
Robinson Sand/Rocklin Industrial/Vulcan/FarWest	Streets	$ 113,858	Asphalt Products/Street & Sidewalk materials
Total Supplies		$ ~~2,494,333~~ 2,799,642	

Attachment A

Regulatory / Utility

Vendor	Department	26/27 Budget	Description
WAVE	All	$ 120,100	Internet, Broadband
Ring Central/AT&T	All	$ 114,550	Phone lines
City of Lincoln	All	$ 1,465,100	Municipal water
PG&E	All	$ 2,597,470	Citywide Electrical
Placer County	All	$ 1,859,385	APCD, Taxes, Elections, Recorder, OES, Sheriff, DPW, Radio, Transit Services
Ramos Oil	All	$ 987,938	Vehicle Fuel & Fuel Additives
Gold Country Media	CM/Public Works	$ 84,000	Legal Notices, Informational flyers
Placer County Water Agency	Water	$ 12,572,995	Water Purchases
SWRCB	Public Works	$ 140,125	Regulatory - permit fees
Granicus/Peak	CM	$ 28,000	Automated Agenda
WPGM/SGMA	Public Works	$ 50,000	West Placer Groundwater Mgmt Plan Dues
WPWMA	Public Works	$ 4,387,826	Utility - Tipping Fees & irrigation lease
Verizon	All	$ 180,428	Utility - City employee cell phones & service

Attachment A

Regulatory / Utility

Vendor	Department	26/27 Budget	Description
Bluefin Merchant / US Bank/World Fuel	Finance	$ 365,328	Credit Card Fees
Springbrook/Tyler/InfoSend	Finance	$ 353,100	Financial Software, UB Statement processing
NCCSIF/Alliant	All	$ 20,700	Liability/Property Insurance
Barebones/ RedWing/ Amazon/Sierra Office	All	$ 60,408	City Employee uniforms/safety gear/footwear
Ingram/Amazon/InfoBase/MidWest Tape/Brainfuse/EBSCO	Library	$ 56,750	Collections
EPIC	Airport	$ 1,281,600	Airport Fuel
LISWA	Wastewater	$ 10,269,000	Wastewater Operations
LAFCO	Comm Dev	$ 63,000	Regulatory Fees: City Share to fund LAFCO
Total Regulatory/Utility		$ 37,057,803	

STAFF REPORT

Item Number 13.C

SUBJECT: Adopt a Resolution Approving the Sewer Master Plan Update. (Araceli Cazarez)

SUBMITTED BY: Araceli Cazarez

DEPARTMENT: Engineering

DATE: September 8, 2026

STAFF RECOMMENDATION:
Staff recommends the City Council adopt a resolution approving the 2026 Sewer Master Plan Update. The report can be found on the city's website, *Sewer Master Plan*.

BACKGROUND/INTRODUCTION:
The City's last Sewer Master Plan Update was completed in 2018, based on development plans described in the City's General Plan 2050 (GP). Since that time, the City has experienced continued annexations and growth. In addition, the City entered into a Joint Powers Agreement with Placer County establishing the Lincoln – Sewer Maintenance District 1 Wastewater Authority (LiSWA) in November 2022. As a result, ownership and operational responsibilities for the Regional Trunk Sewer, the Wastewater Treatment and Reclamation Facility (WWTRF), and related facilities were transferred to LiSWA.

The goal and purpose of this update is to re-evaluate the capacity and level of service of the City's remaining wastewater collection system under current conditions and projected growth scenarios. Key objectives include reviewing prior studies, confirming system data through as-built information and targeted field surveys, updating and recalibrating the hydraulic model using recent flow monitoring and WWTRF data, identifying existing and future hydraulic deficiencies, and developing conceptual upgrade strategies with associated order-of-magnitude cost estimates.

FINDINGS/ANALYSIS:
Overall, this Sewer Master Plan Update document and associated background analysis provides the City with an updated, technically sound roadmap for maintaining acceptable levels of service, strategically extending wastewater infrastructure to support planned development, and coordinating future capital investments in a manner consistent with current ownership responsibilities and long-term sustainability goals. It is important to note that the Sewer Master Plan Update is a living document, and the details presented including assumptions, evaluations and recommendations are based on the data available at the time of preparation. Per industry standards, this document will be updated every 5 to 8 years and will incorporate new information and updates.

ENVIRONMENTAL REVIEW:

The Sewer Master Plan Update is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it has no potential to impact the environment and pursuant to section 15262 because it is a planning study for future action which the City is not approving at this time.

FISCAL IMPACT:

Budgeted
Sewer Master Plan Update
Fund 7200 $758,058

Actual project costs
Fund 7200
Stantec Consulting Services, Inc. $523,852

Budgeted Remaining
Fund 7200 $234,206

ATTACHMENTS:

SewerMasterPlanUpdate.DOC2.Reso.2026Sep8.acazarez.docx

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
APPROVING THE 2026 SEWER MASTER PLAN UPDATE

WHEREAS, the City Council approved a contract with Stantec Consulting Services, Inc. to prepare the Sewer Master Plan Update in December 2024; and

WHEREAS, the contract scope of work has been performed by Stantec Consulting Services, Inc., and the 2026 Sewer Master Plan Update are completed and ready for approval; and

WHEREAS, the Sewer Master Plan Update is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it has no potential to impact the environment and pursuant to section 15262 because it is a planning study for future action which the City is not approving at this time.

NOW THEREFORE BE IT RESOLVED:

The City Council of the City of Lincoln does hereby resolve to accept the 2026 Sewer Master Plan Update as complete, and ready for use and implementation.

PASSED AND ADOPTED this 8th day of September, 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 Approving Stardust 78 Backbone Improvement Plans & Stardust 78 Sewer Pump Station Improvement Plans, Stardust Large Lot Final Map, And Authorizing the Recording of the Final Map. (Kaylie Tavenner)

SUBMITTED BY: Kaylie Tavenner

DEPARTMENT: Engineering

DATE: September 8, 2026

STAFF RECOMMENDATION:
Staff recommends that City Council adopt a resolution as follows: (a) approving the Improvement Plans for Stardust 78 Backbone and Sewer Pump Station; (b) approving the Stardust Large Lot Final Map; and (c) authorizing the City Clerk to sign the Clerk's Statements and record the Final Map.

BACKGROUND/INTRODUCTION:
The Stardust 78 project, which is part of the Village 1 Specific Plan Project Area, is located south of McBean Park Drive and west of Stardust Lane and consists of a total of 302 low density residential lots and 14 lettered lots. The Stardust Large Lot Tentative Subdivision Map was conditionally approved on July 23, 2024, per City Council Resolution 2024-158.

The property owner, RLS (Stardust), LLC, and the builder, Beazer Homes Holding, LLC, are now requesting approval of the Stardust Large Lot Final Map. The improvement plans are in accordance with the previously approved tentative subdivision map. The Improvement Plans for Stardust 78 Backbone and the Sewer Pump Station have been approved by the City Engineer and Fire Battalion Chief, and are currently under construction.

City costs for review of the Stardust Large Lot Final Map and Improvement Plans were funded pursuant to the City's master fee schedule with full cost recovery borne by the applicant through funds deposited into Developer Fund 248.

FINDINGS/ANALYSIS:
The Stardust Large Lot Final Map (Attachment 2) was reviewed by the City's Surveyor for technical correctness and the City Engineer for conformance with the approved Tentative Map and Conditions of Approval (Attachment 3).

Section 66462 of the Subdivision Map Act requires the installation of all public improvements or an agreement with the local agency to secure the installation of these public improvements.

Because the public improvements have not been completed for Stardust 78, a public improvement agreement was required. The property owner and the builder have executed the Stardust 78 Backbone Public Improvement Agreement and the Stardust 78 Sewer Pump Station Public Improvement Agreement and provided securities to guarantee the performance and payment of the construction of public improvements. The securities for the one-year warranty period will be provided prior to the Notices of Completion and acceptance of the project.

Staff is requesting that the City Council approve the Stardust Large Lot Final Map (Attachment 2) and Improvement Plans for the Stardust 78 Backbone and Stardust 78 Sewer Pump Station (Attachment 4).

ENVIRONMENTAL REVIEW:

The approval of the final map is exempt from further review pursuant to Public Resources Code 21080(b)(1) and CEQA Guidelines sections 15268(b)(3).

LEVINE ACT COMPLIANCE:

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

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

FISCAL IMPACT:

The Stardust 78 project will increase required levels of maintenance associated with public streets, storm drain, water, sewer, landscaping, open space, street lighting, and stormwater quality features throughout the City. The Stardust 78 project has annexed into Community Facilities District (CFD) 2018-1 (Maintenance Services) to help mitigate the increase in infrastructure maintenance associated with the project prior to Stardust Large Lot Final Map acceptance. The subdivision has also annexed into the CFD 2018-2 (Public Services) to provide funding to mitigate the subdivision's impact on the General Fund.

ATTACHMENTS:

Attachment 1 - Stardust Large Lot Final Map Resolution.docx

Attachment 2 - Stardust Large Lot Final Map.pdf

Attachment 3 - Conditions of Approval.pdf

Attachment 4 - Improvement Plans.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING STARDUST 78 BACKBONE IMPROVEMENT PLANS & STARDUST 78 SEWER PUMP STATION IMPROVEMENT PLANS, STARDUST LARGE LOT FINAL MAP, AND AUTHORIZING THE RECORDING OF THE FINAL MAP

WHEREAS, the City Council conditionally approved the Large Lot Tentative Map for Stardust on July 23, 2024 per City Council Resolution 2024-158; and

WHEREAS, the improvement plans for the Stardust 78 Backbone and Sewer Pump Station has been signed by the City Engineer and the Fire Battalion Chief; and

WHEREAS, the owner, RLS (Stardust), LLC, and the builder, Beazer Homes Holding, LLC, have requested the recordation of the Stardust Large Lot Final Map in accordance with section 66462 of the Subdivision Map Act; and

WHEREAS, the Stardust Large Lot Final Map is technically accurate as approved by the City's Surveyor; and

WHEREAS, the City Engineer has determined that the Stardust Large Lot Final Map is substantially the same as it appeared on the Stardust Large Lot Tentative Map and any approved alteration thereof; and

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

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

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

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council hereby approves the Stardust 78 Backbone Improvement Plans and the Stardust 78 Sewer Pump Station Improvement Plans.

Section 2. Pursuant to Section 66474.1 of the Subdivision Map Act, the City Council hereby finds and determines that the Stardust Large Lot Final Map is in substantial compliance with the previously approved Tentative Map and all associated conditions of approval specific to this Final Map have been satisfied.

Section 3. The Stardust Large Lot Final Map is hereby approved, and the City Clerk is authorized to sign the Clerk's Statements accepting on behalf of the public, all easements, easements for public street purposes, subject to improvement, direct vehicle access rights,

relinquishment of groundwater rights, consenting to the Irrevocable Offers of Dedication in fee simple for Lots B, C, E and F.

Section 4. The City Clerk is authorized to proceed with the Recordation of the Stardust Large Lot Final Map at the office of the County Recorder.

Section 5. The City Manager is authorized to accept at a later date the Irrevocable Offer of Dedication for Lots B, C, E, and F and that the City Clerk is authorized to proceed with the Recordation of the Certificate of Acceptance.

PASSED AND ADOPTED this 8th day of September, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

ATTACHMENT 2

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS SUBDIVISION MAP; THAT WE DO HEREBY DEDICATE TO THE CITY OF LINCOLN ON BEHALF OF THE PUBLIC FOR SPECIFIC PURPOSES THE FOLLOWING TO THE CITY OF LINCOLN:

A. LEAVELL RANCH ROAD FOR PUBLIC STREET PURPOSES, SUBJECT TO IMPROVEMENTS.

B. PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS, AND DRAINAGE PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TRAFFIC CONTROL APPURTENANCES TOGETHER WITH AND AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE 12.5' STRIPS OF LAND AND LOT D AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

C. AN EASEMENT AND RIGHT OF WAY ON BEHALF OF THE PUBLIC FOR THE USE OF A PEDESTRIAN WALKWAY AND USES INCIDENT THERETO ON, OVER AND ACROSS THOSE 25' STRIPS OF LAND AND LOT D AS SHOWN HEREON AND LABELED (P.A.E.).

D. AN EASEMENT FOR ACCESS PURPOSES AND ALL USES INCIDENT THERETO ALONG STRIP OF LAND LABELED (ACCESS EASEMENT) ON, OVER, UNDER AND ACROSS LABELED ON LOT D.

E. AN EASEMENT FOR SEWER ON, OVER, UNDER AND ACROSS FOR CONSTRUCTION AND MAINTENANCE OF SEWER INFRASTRUCTURE AND DESIGNATED SHOWN HEREON AS (SE).

F. PURSUANT TO SECTION 7050 OF THE GOVERNMENT CODE, WE DO HEREBY IRREVOCABLY OFFER FOR DEDICATION, IN FEE SIMPLE, TO THE CITY OF LINCOLN THE FOLLOWING PARCELS FOR THE PARTICULAR PURPOSES STATED:

LOT C FOR LIFT STATION AND LOTS B, E, AND F FOR OPEN SPACE AND OTHER PUBLIC PURPOSES.

THE FOLLOWING IS A DEDICATION TO THE CITY OF LINCOLN FOR UNDERGROUND WATER RIGHTS:

WE HEREBY RELINQUISH AND WAIVE OUR PRIORITY TO ANY AND ALL GROUNDWATER ASSOCIATED WITHIN THIS SUBDIVISION BOUNDARY.

RLS (STARDUST) LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME RUSTY WEATHERBY
TITLE: AUTHORIZED SIGNATORY

OPTIONEE'S STATEMENT

THE UNDERSIGNED, BEAZER HOMES HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT MEMORANDUM OF OPTION AGREEMENT RECORDED NOVEMBER 14, 2025, AS DOC# 2025-0064354-00, OFFICIAL RECORDS OF PLACER, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2026.

BEAZER HOMES HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: LUCAS C. WISSMANN
TITLE: PRESIDENT DIVISIONAL – NORTHERN CALIFORNIA

HOMEOWNER'S ASSOCIATION RESPONSIBILITIES

1. LOT A FOR A PUBLIC PARK.
2. LOT D FOR FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING AND ANY AND ALL APPURTENANCES.

LARGE LOT FINAL MAP OF

STARDUST

LARGE LOT NO. PLN24-00011

BEING A PORTION OF SECTIONS 13 AND 24, T.12.N., R.6.E.,
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SEPTEMBER, 2026

SHEET 1 of 8

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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 _____) SS

ON _____, 2026 BEFORE ME, _____,
NOTARY PUBLIC, 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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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 _____) SS

ON _____, 2026 BEFORE ME, _____,
NOTARY PUBLIC, 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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

CITY ENGINEER'S STATEMENT

I, VIN CAY, CITY ENGINEER FOR THE CITY OF LINCOLN, DO HEREBY STATE THAT I HAVE EXAMINED THIS LARGE LOT MAP OF SUBDIVISION OF "STARDUST", CITY OF LINCOLN, STATE OF CALIFORNIA, COMPRISING 8 SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

REGISTERED PROFESSIONAL ENGINEER
VIN CAY
R.C.E NO. 72903
Exp. 12/31/27
CIVIL
STATE OF CALIFORNIA

_____
VIN CAY
CITY ENGINEER, CITY OF LINCOLN
R.C.E. NO. 72903
EXPIRATION DATE: 12-31-27

_____
DATE

CITY SURVEYOR'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR
RAYMOND MICHAEL MANGER
EXP:06-30-27
No. 5154
STATE OF CALIFORNIA

_____
RAYMOND MICHAEL MANGER
L.S. NO. 5154
EXP: 06-30-27

_____
DATE

CITY CLERK'S STATEMENT

I, HOPE ITHURBURN, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF LINCOLN, PER RESOLUTION NO. _____, HAS APPROVED THIS MAP OF THE SUBDIVISION OF "LARGE LOT FINAL MAP OF STARDUST", AND DID ACCEPT ON BEHALF OF THE PUBLIC FOR PUBLIC STREET PURPOSES, LEAVELL RANCH ROAD, SUBJECT TO IMPROVEMENTS, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL EASEMENTS FOR PUBLIC UTILITIES, ACCESS, PEDESTRIAN ACCESS PURPOSES, SEWER PURPOSES AND THE RELINQUISHMENT OF GROUND WATER RIGHTS HEREON OFFERED FOR DEDICATION IN ACCORDANCE WITH TERMS OF THAT OFFER.

THE CITY HEREBY CONSENTS TO THE RECORDATION OF THE IRREVOCABLE OFFERS OF DEDICATION FOR LOT C FOR SEWER LIFT STATION AND LOTS B, E, AND F FOR OPEN SPACE, MAINTENANCE, AND OTHER PUBLIC PURPOSES. THE CITY DOES NOT ACCEPT SAID IRREVOCABLE OFFERS OF DEDICATION AT THIS TIME, BUT RESERVES THE RIGHT TO DO SO IN THE FUTURE.

_____ _____
DATE HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN, CALIFORNIA

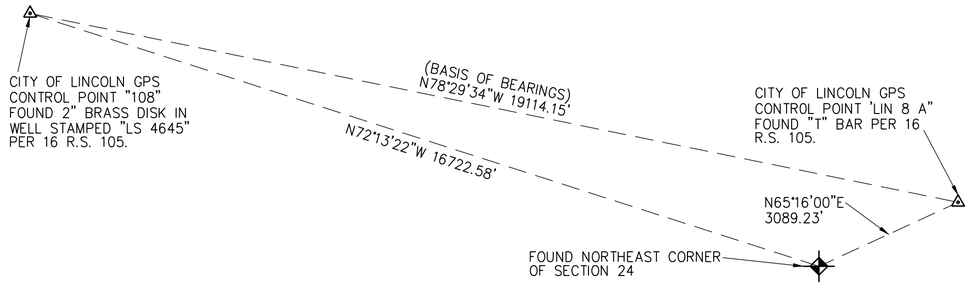
RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2026, AT _____M
IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF FIRST AMERICAN TITLE.

FEE: $ _____ DOCUMENT NO.: _____

DEPUTY
BY:_____ BY:_____

RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER



BASIS OF BEARINGS DIAGRAM

COORDINATE LISTING

STATION	LATITIUDE	LONGITUDE	NORTHING(US FT)	EASTING(US FT)	ELEV(NAVD88)	COMB. FACTOR	CONVERGENCE
108	38°53'50.153013"N	121°18'10.580871"W	2089348.715	6760044.452	153.054	0.99991732	0°26'22.109"
LIN 8 A	38°53'10.977426"N	121°14'14.086706"W	2085535.885	6778772.932	274.385	0.99991212	0°28'51.211"

THE ABOVE VALUES ARE GRID DATA PER 16 RS 105, O.R.P.C.
STATIONS 108 AND LIN 8 A WERE HELD FIXED IN THIS SURVEY USING THE VALUES LISTED ABOVE.
DISTANCES PRESENTED ON THIS MAP ARE GROUND DATA(SEE BASIS OF BEARINGS STATEMENT).

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD83, EPOCH DATE 1991.35, AS MEASURED BETWEEN CITY OF LINCOLN GPS CONTROL MONUMENTS "LIN8 A" AND "108", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY #2291, RECORDED IN BOOK 23 OF SURVEYS, AT PAGE 155. SAID BEARING IS TAKEN AS NORTH 78°29'34" WEST. DISTANCES SHOWN HEREON ARE GROUND VALUES, TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.9999219.

SURVEY NARRATIVE

THIS SURVEYOR HAS ESTABLISHED THE BOUNDARY AND ACCEPTED THE FOUND MONUMENTS AS SHOWN ON THIS FINAL MAP AND DESCRIBED BELOW:

1. MAY 14, 1979, ALLEN C. CARMICHAEL AND VERNA M. CHARMICHAEL, HUSBAND AND WIFE, AND MABEL A. FULLER RECORDED INDIVIDUAL QUITCLAIM DEEDS IN BOOK 2119, AT PAGES 325 AND 327, O.R.P.C. WHICH DESCRIBES THE PERIMETER OF THE SUBJECT PROPERTY.
2. FEBRUARY 4, 1985, ALLEN C. CARMICHAEL AND VERNA M. CHARMICHAEL, HUSBAND AND WIFE, GRANTED TO ASSEMBLIES OF GOD NORTHERN CALIFORNIA AND NEVADA DISTRICT COUNCIL, INC., A CALIFORNIA CORPORATION IN BOOK 2772, AT PAGE 225, O.R.P.C..
3. THE EXCEPTION AREA NOW BEING THE LANDS OF SACRAMENTO VALLEY TEEN CHALLENGE, INC. (PREVIOUSLY OWNED BY ASSEMBLIES OF GOD IN BOOK 2772, AT PAGE 225, O.R.P.C. AND LATER WAS THE GRANTOR AS THE ASSEMBLIES OF GOD, NORTHERN CALIFORNIA AND NEVADA DISTRICT COUNCIL, INC., WITH THE CO-GRANTOR SACRAMENTO VALLEY TEEN CHALLENGE, INC.) RECORDED ON AUGUST 25, 2003, IN DOCUMENT NUMBER 2003-0144772, O.R.P.C.
4. NOVEMBER 19, 1992, A RECORD OF SURVEY WAS PERFORMED, EXISTING MONUMENTS SHOWN AND ACCEPTED, AND PROPERTY CORNERS WERE SET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1686 WHICH WAS FILED FOR RECORD IN BOOK 13 OF SURVEYS, AT PAGE 39, PLACER COUNTY RECORDS.
5. THE CURRENT VESTING DEED FOR THE PROPERTY OWNED BY STARDUST 80, A CALIFORNIA LIMITED PARTNERSHIP IS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 1993, IN DOCUMENT NO. 93-046951, O.R.P.C..
6. THE EAST ONE-QUARTER CORNER OF SECTION 13, TOWNSHIP 12 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN BEING WAS A FOUND SPIKE & TAG STAMPED LS 3636 IN FENCE POST AS SHOWN ON SAID RECORD OF SURVEY, 13 R.S. 39, WAS DESTROYED AND RESET WITH A 2-1/2" BRASS CAP IN CONCRETE STAMPED AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP TURKEY CREEK ESTATES" FILED FOR RECORD ON DECEMBER 21, 2020, IN BOOK FF OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS.
7. FOUND AND ACCEPTED THE 3/4" IRON PIPE WITH NO TAG IN LIEU OF 3/4" IRON PIPE TAG L.S. 3475 AS SHOWN ON RECORD OF SURVEY 13 R.S. 39 MARKING THE NORTHEAST CORNER OF THE SUBJECT PROPERTY AND BEING THE POINT OF BEGINNING OF SAID INDIVIDUAL QUITCLAIM DEEDS AND GRANT DEEDS BEING 1980 FEET FROM EAST ONE-QUARTER DESCRIBED IN SURVEY NARRATIVE #6.
8. FOUND AND ACCEPTED 2" IRON PIPE WITH 2-1/2" METAL CAP AS SHOWN ON RECORD OF SURVEY 13 R.S. 39 MARKING SECTION CORNER COMMON WITH SECTIONS 13 AND 24, TOWNSHIP 12 NORTH, RANGE 6 EAST AND SECTIONS 18 AND 19, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.
9. SOUTHEAST CORNER OF THE LANDS OF SACRAMENTO VALLEY TEEN CHALLENGE MARKED BY AN 3/4" IRON PIPE WITH TAG STAMPED LS 3475 PER 13 R.S. 39 WAS SEARCHED AND NOT FOUND. ESTABLISHED POSITION BY HOLDING THE RECORD DISTANCE OF 1760.88 FEET PER 2772 O.R. 225 FROM THE NORTHEAST CORNER AS DESCRIBED IN SURVEY NARRATIVE #7 TO DETERMINE THE SOUTHEAST CORNER OF THE DOC #2003-0144772, O.R.P.C..
10. HELD RECORD DISTANCE OF 940 FEET FROM THE POSITION OF THE SOUTHEAST CORNER DESCRIBED IN SURVEY NARRATIVE #9 TO ESTABLISH THE NORTHEAST CORNER OF DOC #2003-0144772, O.R.P.C.
11. SOUTHEAST CORNER OF THE SUBJECT PROPERTY MARKED BY AN 3/4" REBAR WITH TAG LS3636 PER RECORD OF SURVEY 13 R.S. 39 WAS SEARCHED AND NOT FOUND. THE POSITION WAS ESTABLISHED BY HOLDING RECORD DISTANCE OF 1115.75' PER 2119 O.R. 325 FROM THE SECTION CORNER DESCRIBED IN SURVEY NARRATIVE #8.
12. FOUND 3/4" REBAR, NO TAG IN LIEU OF 3/4 INCH IRON PIN TAGGED L.S. 4325 PER 2119 O.R. 325 AND ACCEPTED AS SOUTHWEST CORNER(3)(6)(12). SET PLASTIC CAP STAMPED "LS 7944".
13. FOUND 3/4" IRON PIPE W/ METAL CAP STAMPED LS 4325, NOT OF RECORD, ON LINE.
14. FOUND 3/4" REBAR, NO TAG IN LIEU OF 3/4 INCH IRON PIN TAGGED L.S. 4325 PER 2119 O.R. 325, ACCEPTED AS NORTHWEST CORNER(3)(6)(12). SET PLASTIC CAP STAMPED "LS 7944".
15. FOUND & ACCEPTED 3/4" REBAR W/ BRASS TAG STAMPED LS 4325(3)(6)(12).
16. FOUND 3/4" REBAR, NO TAG, NOT OF RECORD, ACCEPTED AS ANGLE POINT ON BOUNDARY PER 2119 O.R. 325. SET PLASTIC CAP STAMPED "LS 7944".
17. FOUND 3/4" REBAR NO TAG IN LIEU OF IRON BAR WITH CAP "L.S. 3062" AS SHOWN ON RECORD OF SURVEY 19 R.S. 155, ACCEPTED AS ANGLE POINT ON BOUNDARY . SET PLASTIC CAP STAMPED "LS 7944"

LEGEND

✦	FOUND SECTION CORNER
✦	FOUND QUARTER SECTION CORNER
■	FOUND MONUMENT AS NOTED
⊙	SET COPPERWELD MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
⊠	SET 1" IRON PIPE W/ PLASTIC PLUG STAMPED "LS 7944"
⌀	SET 3/4" IRON PIPE W/ PLASTIC PLUG STAMPED "LS 7944"
○	DIMENSION POINT NOTHING FOUND OR SET
BNDY	BOUNDARY
CL	CENTERLINE
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
OA	OVERALL
O.R./O.R.P.C.	OFFICIAL RECORDS OF PLACER COUNTY
P.A.E.	PEDESTRIAN ACCESS EASEMENT
P.M.	PARCEL MAP
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITIES EASEMENT
(R)	RADIAL
R.S.	RECORD OF SURVEY
S.E.	SEWER EASEMENT
S.F.	SQUARE FEET
( )	REFERENCE
———	SUBDIVISION BOUNDARY
— — —	CITY/COUNTY LINE
———	RIGHT OF WAY
———	LOT LINE
—— – ——	CENTERLINE
— — — —	LANDSCAPE/ PEDESTRIAN EASEMENT
– – – – – –	PUBLIC UTILITY EASEMENT
– · — · · –	SECTION LINE
(X)	SHEET INDEX

REFERENCES

(1) 8 P.M. 118
(2) N MAPS 37
(3) 13 R.S. 39
(4) 93-046951
(5) 2003-0144772
(6) 19 R.S. 155
(7) 2016-0057131
(8) 2017-0064881
(9) FF MAPS 33
(10) 24 R.S. 130
(11) 18 R.S. 63
(12) 2119 O.R. 325
(13) 2772 O.R. 225

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BEAZER HOMES IN APRIL 2025. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2028, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

WOOD RODGERS, INC.

CRAIG E. SPIESS
P.L.S. 7944

DATE

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
No. 7944
STATE OF CALIFORNIA

NOTES

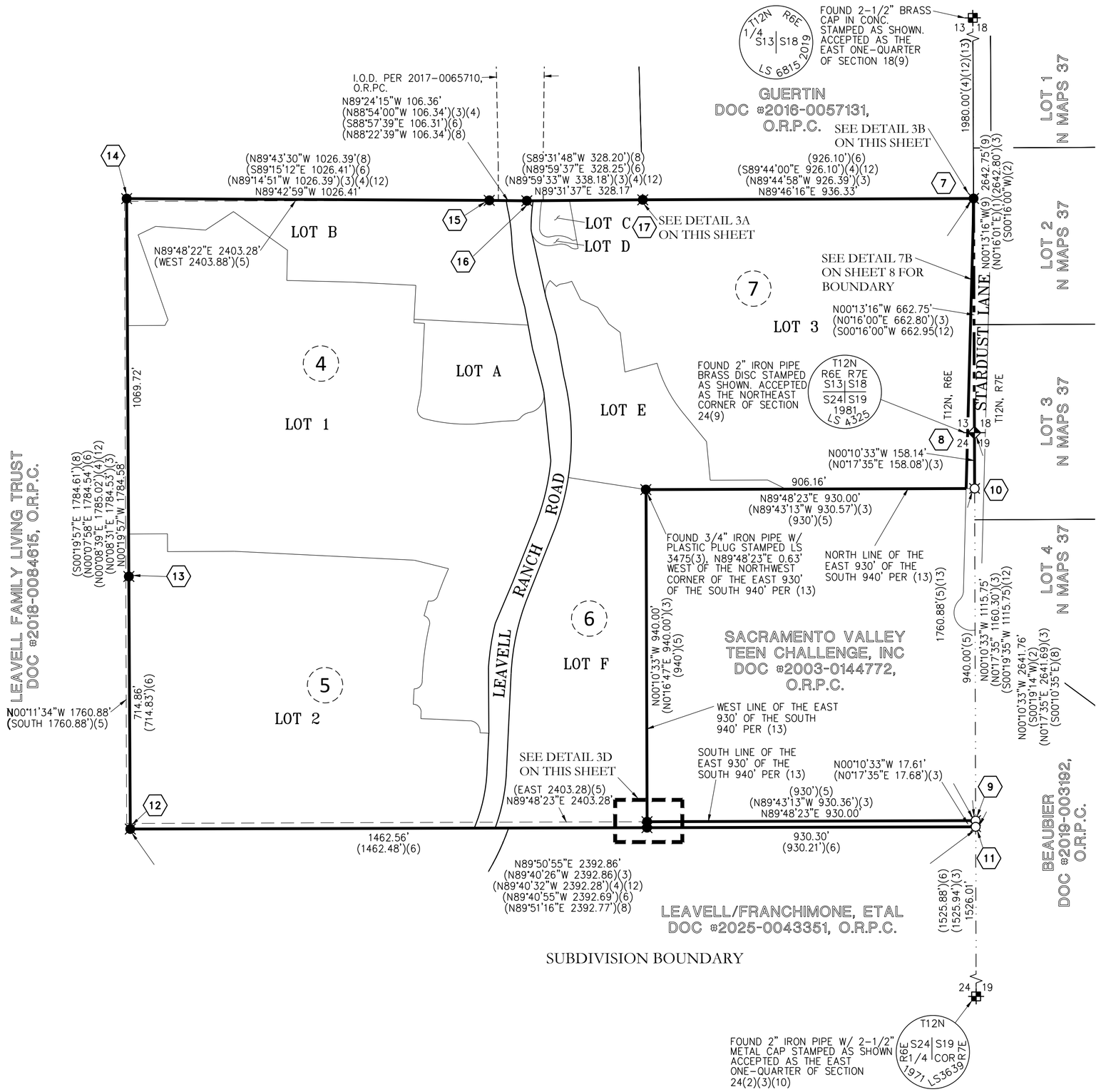
1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. TOTAL AREA FOR THIS "STARDUST" SUBDIVISION IS 77.52± ACRES, CONSISTING OF 3 FUTURE DEVELOPMENT LOTS AND 6 LETTERED LOTS.
4. A GEOTECHNICAL ENGINEERING STUDY FOR THIS SUBDIVISION WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC., PROJECT NO. E23232.000, DATED JULY, 2023.
5. A GRADING PERMIT SHALL BE REQUIRED PRIOR TO ANY WORK ON LOT.
6. NO BUILDING PERMIT IS PROPOSED WITHIN THIS SUBDIVISION. DEVELOPMENT OF THE LOTS IS SUBJECT TO LINCOLN SUBDIVISION ORDINANCE, TITLE 17.
7. THE HOMEOWNERS ASSOCIATION (H.O.A.) TO OWN AND MAINTAIN THE AREAS FOR LOTS A AND D AND WILL TO BE DEEDED TO THE H.O.A. IN FEE TITLE BY SEPARATE INSTRUMENT.
8. STARDUST LANE AS SHOWN HERON WAS DEDICATED TO THE COUNTY OF PLACER ON OCTOBER 2, 1981 IN BOOK 2438, AT PAGE 483, OFFICIAL RECORDS OF PLACER COUNTY. THE CITY OF LINCOLN ACQUIRED THE STREET THROUGH THE PROCESS OF ANNEXATION.
9. THIS SURVEYOR HAS ADDED RECORD REFERENCES (1) THROUGH (13) TO THE SUBDIVISION BOUNDARY SHEET TO SHOW PREVIOUS MEASUREMENTS OF EACH BOUNDARY LINE FOR THE BENEFIT OF THE PUBLIC AND LANDOWNERS.

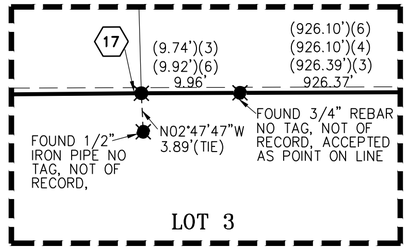
LARGE LOT FINAL MAP OF
STARDUST
LARGE LOT NO. PLN24-00011

BEING A PORTION OF SECTIONS 13 AND 24, T.12.N., R.6.E.,
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

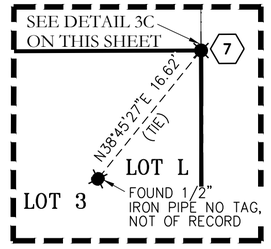
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SEPTEMBER, 2026

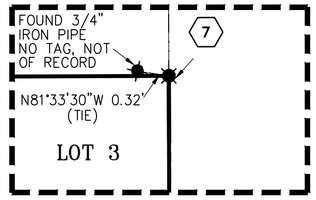




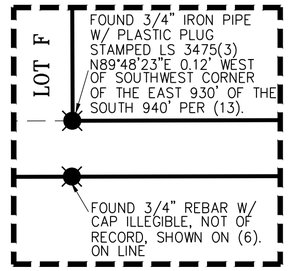
DETAIL 3A
NOT TO SCALE



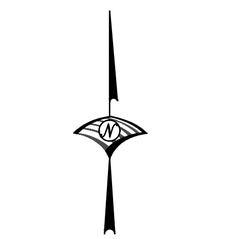
DETAIL 3B
NOT TO SCALE



DETAIL 3C
NOT TO SCALE



DETAIL 3D
NOT TO SCALE



SCALE:1"= 200'

LARGE LOT FINAL MAP OF

STARDUST

LARGE LOT NO. PLN24-00011

BEING A PORTION OF SECTIONS 13 AND 24, T.12.N., R.6.E., CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

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SEPTEMBER, 2026

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES, REFERENCES AND SURVEY NARRATIVE

I.O.D. PER DOC #2017-0065710, O.R.P.C.

N89°42'59"W 1026.41'

APPROXIMATE LOCATION OF TEMPORARY RECIPROCAL SLOPE AGREEMENT, WIDTH VARIES PER DOC#2025-0064353-00, O.R.P.C.

N64°17'45"E 55.36'

N85°46'07"W 141.36'

N56°34'27"E 94.79'

N54°27'42"W 188.02'

N01°26'22"E 85.62'

N88°33'38"W 185.68'

N87°03'22"W 180.00'

359.58'

N19°21'09"W 255.74'

N89°40'03"E 106.80'

12.5' P.U.E.

N51°18'54"W(R)

R=50' Δ=19°45'31" L=17.24'

N71°04'25"W(R)

LOT B
5.52 ACRES±

S81°22'46"W(R)

L22

L23

R=569.50' Δ=03°01'36" L=30.08'

N78°21'10"E(R)

N00°13'53"W 81.28'

R=539.50' Δ=08°44'16" L=82.27'

N87°05'26"E(R)

27.5'

R=600' Δ=15°03'18" L=157.66'

R=627.50' Δ=12°22'37" L=135.55'

25' P.A.E.

12.5' P.U.E.

N15°17'11"W 59.19'

27.5'

51.54'

N10°29'56"W 119.81'

N15°17'11"W 259.43'

37.5'

SEE SHEET 7

N02°56'38"E 106.00'

96.00'

10.00'

N87°03'22"W 323.21'

N87°03'22"W 30.00'

39.19'

N87°03'22"W 272.79'

4.5'S.E.

68.27'

VARIBLE WIDTH S.E.

N28°37'54"E 49.59'

N02°56'38"E 172.25'

133.06'

LOT A
2.09 ACRES±

N15°17'11"W 80.83'

LOT E

37.5'

27.5'

12.5' P.U.E.

25' P.A.E.

R=268' Δ=08°50'42" L=41.37'

N11°47'20"E 26.93'

S14°12'16"W(R)

S14°20'09"W(R)

R=26' Δ=87°35'04" L=39.74'

R=1018' Δ=00°07'53" L=2.33'

R=482' Δ=17°05'05" L=143.73'

S02°44'56"E(R)

N84°15'27"E 76.60'

SEE DETAIL 4A ON THIS SHEET

LOT 1
20.84 ACRES±

APPROXIMATE LOCATION OF TEMPORARY RECIPROCAL SLOPE AGREEMENT, WIDTH VARIES PER DOC#2025-0064353-00, O.R.P.C.

LEAVELL FAMILY LIVING TRUST DOC #2018-0084615, O.R.P.C.

590.00'

N00°19'57"W 1784.58'(OA)

N89°40'03"E 110.00'

N00°19'57"W 50.49'

N89°40'03"E 189.00'

N87°09'37"W 509.91'

N76°06'18"W 99.90'

LOT 2

SEE SHEET 5

R=647.50' Δ=16°05'02" L=181.76'

R=672.50' Δ=15°44'57" L=184.85'

LEAVELL RANCH ROAD

27.5'

25' P.A.E.

174.30'

174.59'

196.55'

N21°38'09"E

N21°38'09"E

27.5'

SEE SHEET 6

12.5' P.U.E.

N22°55'02"E 25.40'

R=822' Δ=04°00'36" L=57.53'

N71°05'34"W(R)

R=22' Δ=87°00'42" L=33.41'

N15°55'08"E(R) 44.00'

N22°55'54"E 126.39'

N22°55'54"E 124.66'

N76°12'44"W(R)

N76°21'58"W(R)

R=22' Δ=87°00'42" L=33.41'

N77°04'10"W(R)

12.5' P.U.E.

R=822' Δ=10°48'39" L=155.10'

R=762.50' Δ=10°19'31" L=137.41'

R=737.50' Δ=09°46'22" L=125.79'

LOT F

37.5'

R=700' Δ=18°53'30" L=230.81'

27.5'

SEE DETAIL 4B ON THIS SHEET

LOT 1

L13

L14

C1

LOT 2

DETAIL 4C
NOT TO SCALE

0 50 100 200

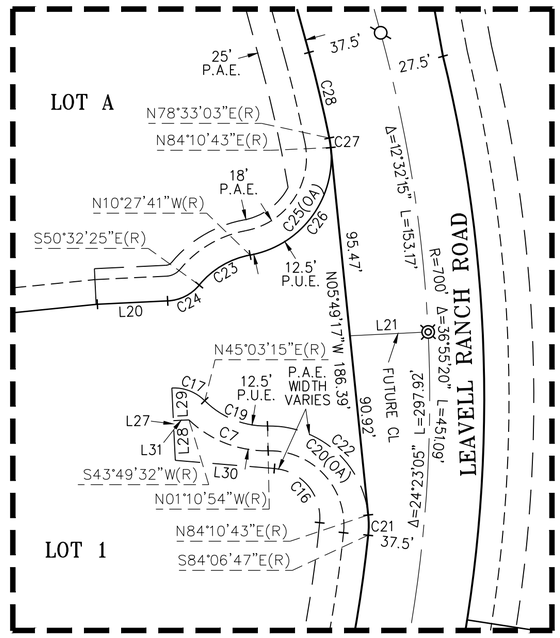
SCALE:1"= 100'

CURVE TABLE

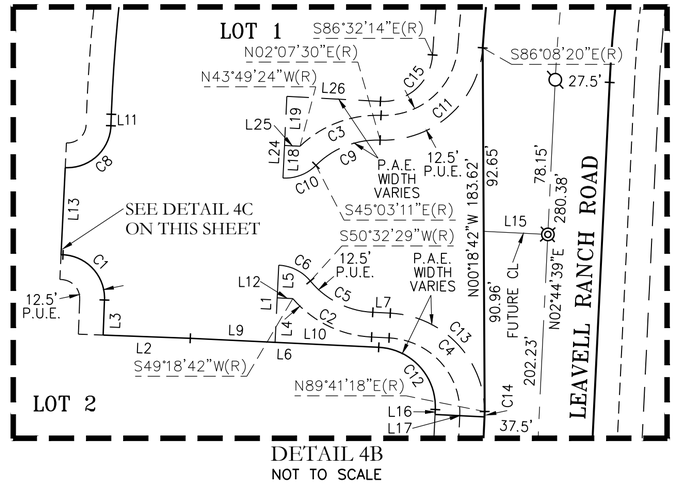
NO.	RADIUS	DELTA	LENGTH
C1	22'	89°22'31"	34.32'
C2	56'	46°34'03"	45.51'
C3	56'	45°56'54"	44.91'
C4	50'	90°00'00"	78.54'
C5	43.50'	47°47'50"	36.29'
C6	22'	47°47'50"	18.35'
C7	56'	45°00'26"	43.99'
C8	22'	90°37'29"	34.80'
C9	43.50'	47°10'41"	35.82'
C10	22'	47°47'50"	18.35'
C11	50'	88°15'51"	77.02'
C12	30'	90°00'00"	47.12'
C13	50'	86°56'39"	75.87'
C14	50'	03°03'21"	2.67'
C15	25'	89°37'05"	39.10'
C16	25'	90°51'27"	39.64'
C17	22'	47°48'11"	18.36'
C19	43.50'	46°14'09"	35.10'
C20	50'	97°04'07"	84.71'
C21	50'	11°42'30"	10.22'
C22	50'	85°21'37"	74.49'
C23	43.50'	40°04'44"	30.43'
C24	22'	47°47'29"	18.35'
C25	50'	90°59'16"	79.40'
C26	50'	85°21'36"	74.49'
C27	50'	05°37'40"	4.91'
C28	662.50'	03°50'14"	44.37'

LINE TABLE

NO.	BEARING	LENGTH
L1	N02°44'39"E	39.00'
L2	N87°52'50"W	44.00'
L3	N02°07'10"E	17.72'
L4	N02°44'39"E	22.50'
L5	N02°44'39"E	16.50'
L6	N87°15'21"W	95.19'
L7	N87°15'21"W	8.84'
L8	N87°15'21"W	20.97'
L9	N87°15'21"W	42.83'
L10	N87°15'21"W	52.36'
L11	N02°07'10"E	5.79'
L12	N87°15'21"W	7.85'
L13	N02°44'39"E	44.00'
L14	N87°15'21"W	0.96'
L15	N87°15'21"W	32.42'
L16	N02°44'39"E	2.50'
L17	N87°15'21"W	25.00'
L18	N02°44'39"E	16.50'
L19	N02°44'39"E	24.80'
L20	N87°15'04"E	35.48'
L21	N87°15'04"E	39.50'
L22	N89°24'15"W	47.97'
L23	N89°24'15"W	42.08'
L24	N02°44'39"E	41.30'
L25	N87°15'21"W	7.85'
L26	N86°55'09"W	47.28'
L27	N02°44'14"W	36.58'
L28	N02°44'14"W	20.08'
L29	N02°44'14"W	16.50'
L30	N85°18'19"W	50.17'
L31	N87°15'04"E	7.86'



DETAIL 4A
NOT TO SCALE



DETAIL 4B
NOT TO SCALE

LARGE LOT FINAL MAP OF

STARDUST

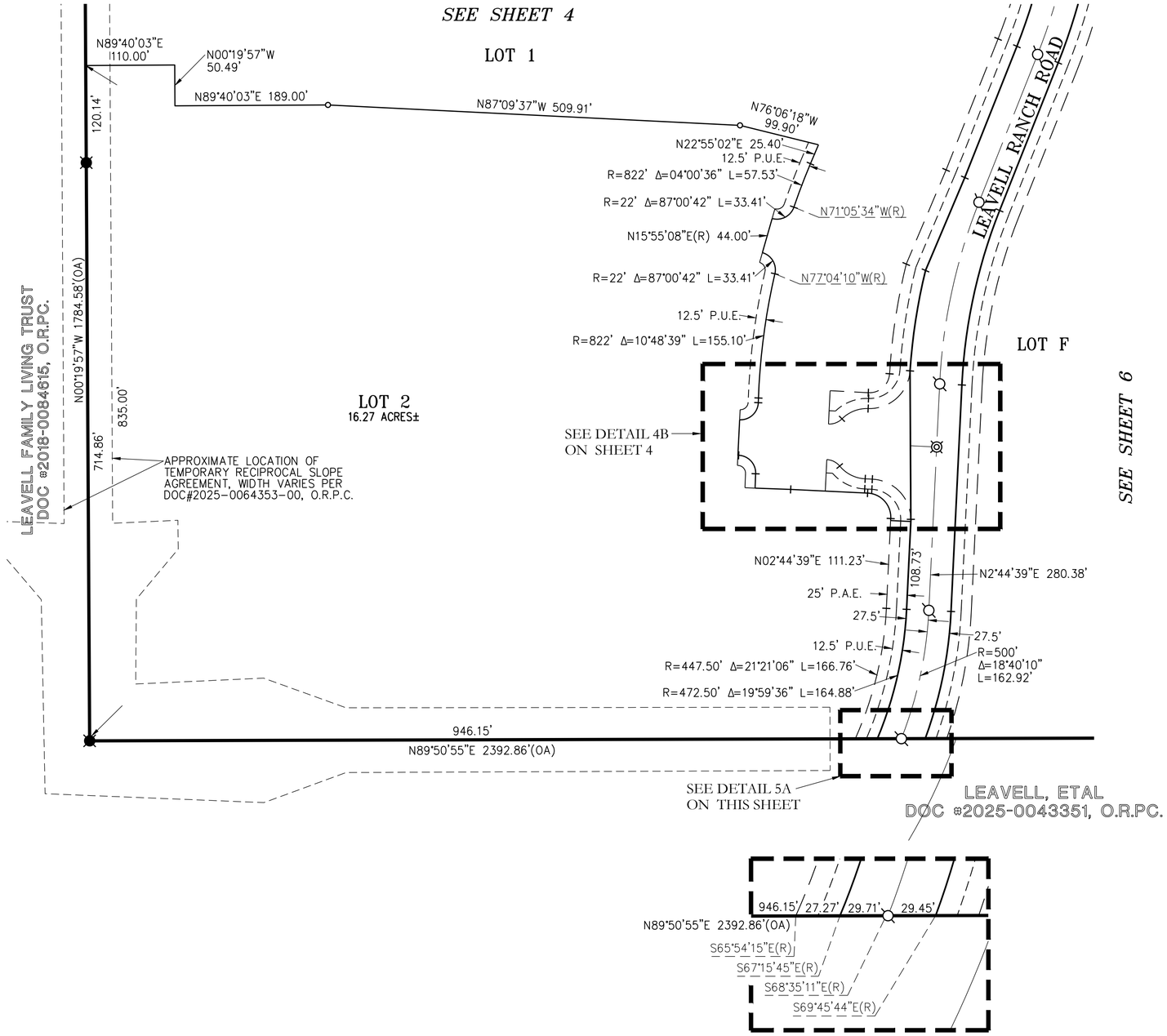
LARGE LOT NO. PLN24-00011

BEING A PORTION OF SECTIONS 13 AND 24, T.12.N., R.6.E.,
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

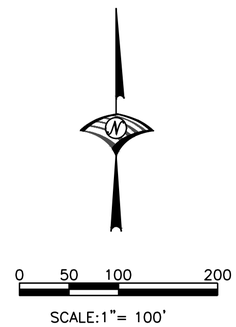
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SEPTEMBER, 2026

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES



DETAIL 5A
NOT TO SCALE



LARGE LOT FINAL MAP OF

STARDUST

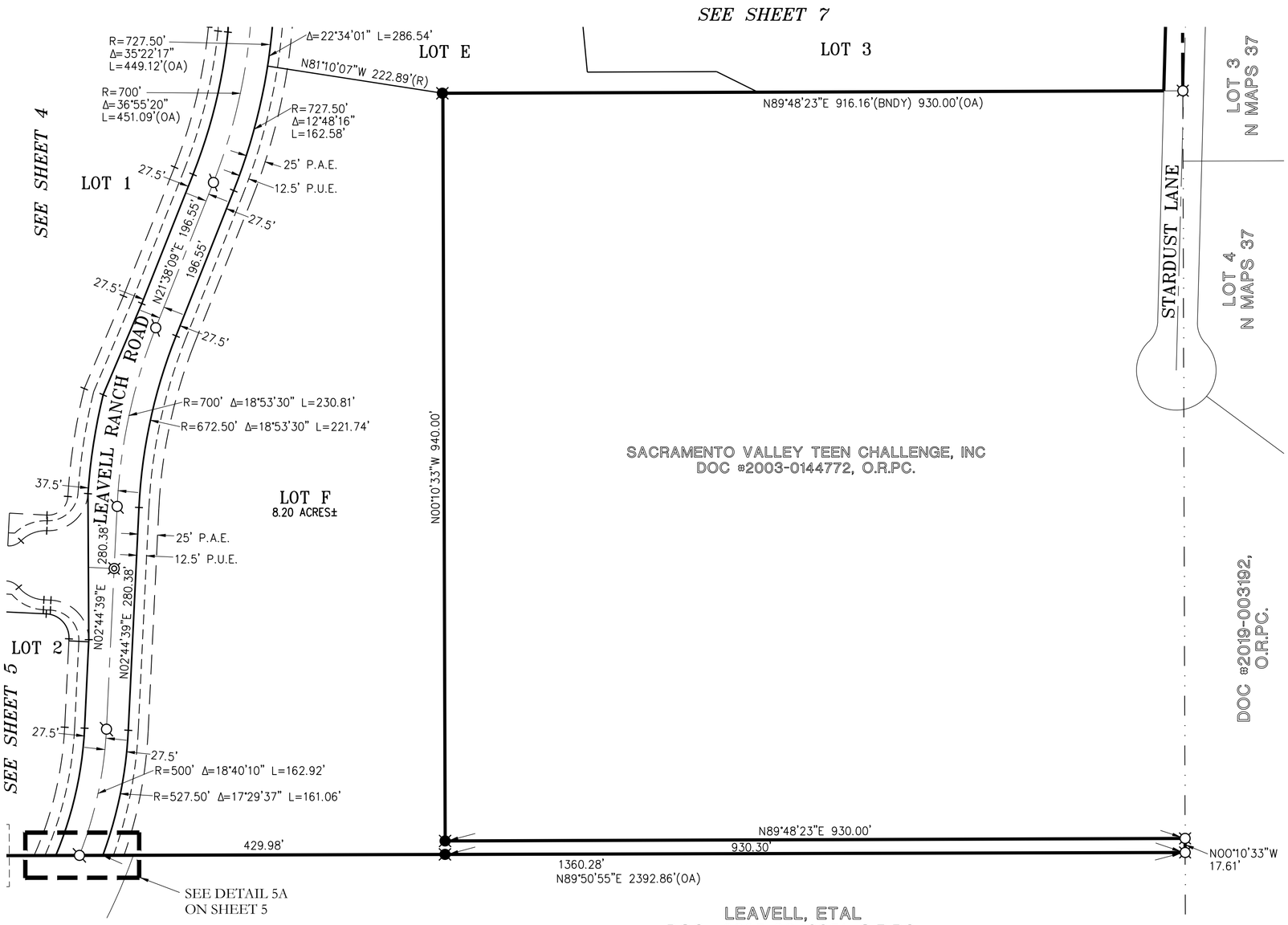
LARGE LOT NO. PLN24-00011

BEING A PORTION OF SECTIONS 13 AND 24, T.12.N., R.6.E.,
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SEPTEMBER, 2026

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LARGE LOT FINAL MAP OF

STARDUST

LARGE LOT NO. PLN24-00011

BEING A PORTION OF SECTIONS 13 AND 24, T.12.N., R.6.E.,
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

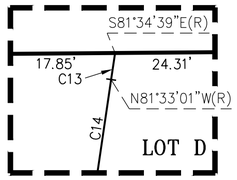
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SEPTEMBER, 2026

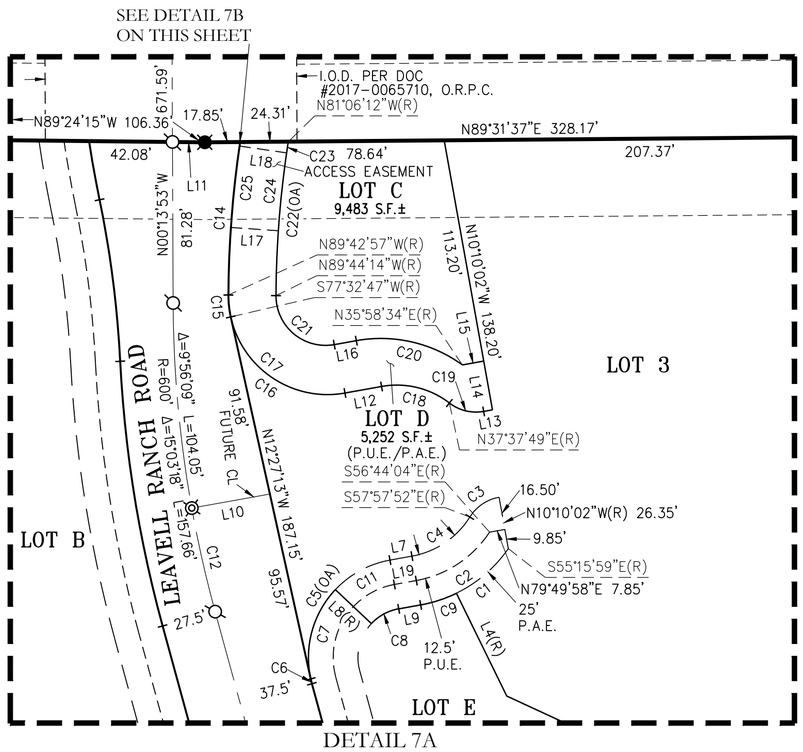
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

LINE TABLE		
NO.	BEARING	LENGTH
L1	N53°27'29"W	40.72'
L2	N33°48'23"W	56.06'
L3	N65°08'01"W	53.00'
L4	N26°04'58"W	57.77'
L7	N79°49'58"E	11.26'
L8	N46°41'35"W	25.00'
L9	N79°49'58"E	11.26'
L10	N79°49'58"E	40.05'
L11	N89°24'15"W	16.31'
L12	N79°49'58"E	18.72'
L13	N79°49'58"E	4.52'
L14	N10°10'02"W	25.00'
L15	N79°49'58"E	11.00'
L16	N79°49'58"E	11.31'
L17	N86°06'40"W(R)	24.00'
L18	N81°44'28"W(R)	24.00'
L19	N79°49'58"E	11.26'

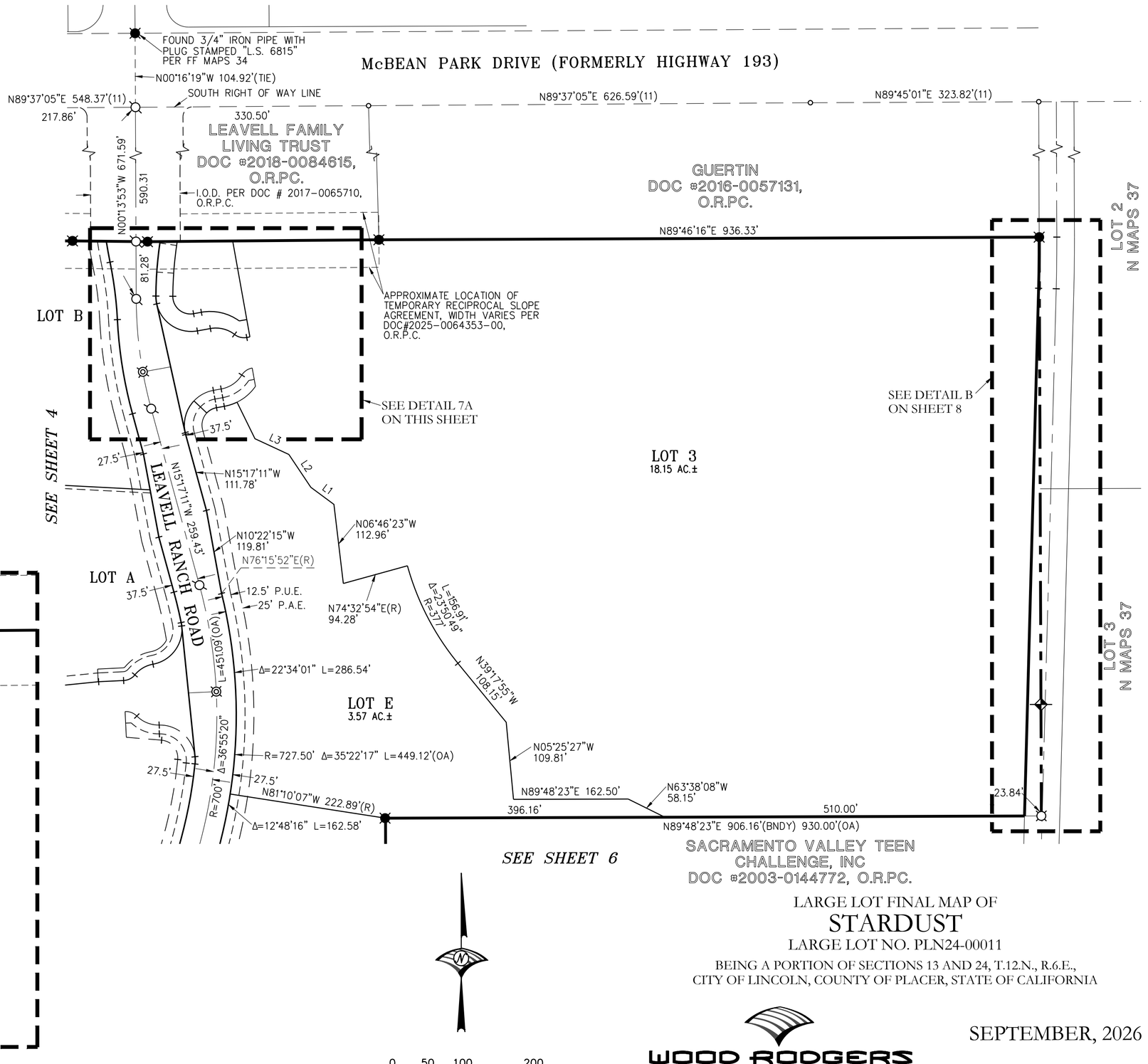
CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	68.50'	29°11'01"	34.89'
C2	68.50'	45°05'57"	53.92'
C3	22'	47°47'50"	18.35'
C4	43.50'	47°47'50"	36.29'
C5	50'	95°07'09"	83.01'
C6	50'	02°49'58"	2.47'
C7	50'	55°45'38"	48.66'
C8	25'	36°31'33"	15.94'
C9	68.50'	15°54'56"	19.03'
C10	68.50'	47°48'52"	57.17'
C11	50'	36°31'33"	31.88'
C12	600'	05°07'09"	53.61'
C13	571'	00°01'38"	0.27'
C14	542'	08°09'56"	77.24'
C15	50'	12°44'17"	11.12'
C16	50'	87°42'48"	76.54'
C17	50'	100°27'05"	87.66'
C18	43.50'	47°47'50"	36.29'
C19	22'	47°47'50"	18.35'
C20	70'	46°08'36"	56.37'
C21	25'	100°25'48"	43.82'
C22	518'	08°38'02"	78.06'
C23	518'	00°38'16"	5.77'
C24	518'	04°22'12"	39.51'
C25	542'	04°22'12"	41.34'



DETAIL 7B
NOT TO SCALE



DETAIL 7A
NOT TO SCALE



SEE SHEET 6

SACRAMENTO VALLEY TEEN CHALLENGE, INC
DOC #2003-0144772, O.R.P.C.

0 50 100 200
SCALE:1"= 100'

LARGE LOT FINAL MAP OF

STARDUST

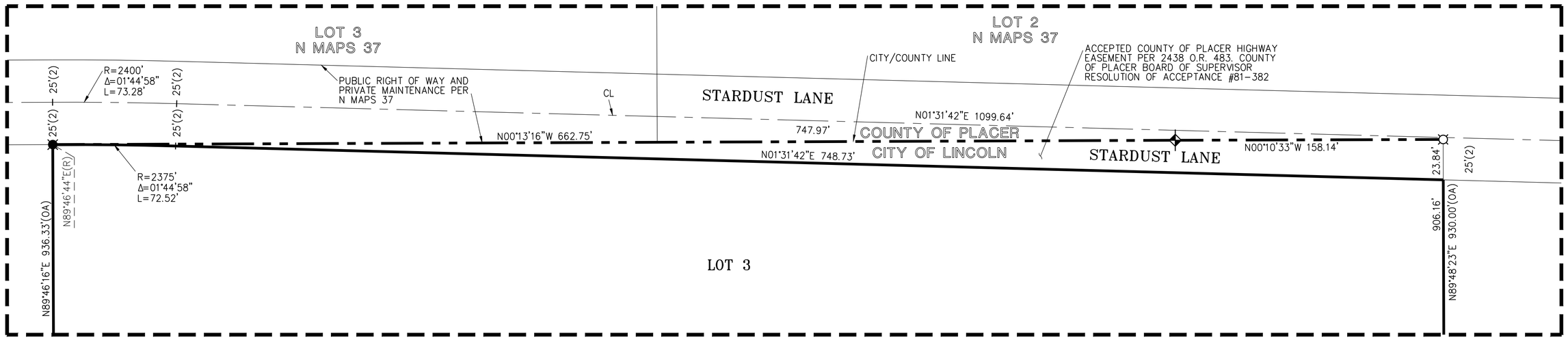
LARGE LOT NO. PLN24-00011

BEING A PORTION OF SECTIONS 13 AND 24, T.12.N., R.6.E.,
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

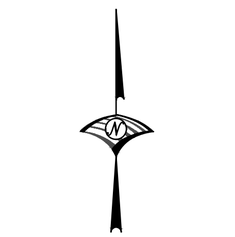
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SEPTEMBER, 2026

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES



DETAIL 7B
NOT TO SCALE



LARGE LOT FINAL MAP OF

STARDUST

LARGE LOT NO. PLN24-00011

BEING A PORTION OF SECTIONS 13 AND 24, T.12.N., R.6.E.,
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SEPTEMBER, 2026

SHEET 8 of 8

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

ATTACHMENT 3

RESOLUTION 2024 - 158

A RESOLUTION BY THE CITY COUNCIL APPROVING THE LARGE LOT TENTATIVE SUBDIVISION MAP FOR THE STARDUST RESIDENTIAL SUBDIVISION PROJECT (ASSESSOR'S PARCEL NUMBER 021-274-040) (APPLICANT: BEAZER HOMES HOLDINGS, LLC / PROPERTY OWNER: STARDUST 80, A CALIFORNIA LIMITED PARTNERSHIP)

WHEREAS, Title 17, Chapter 17.04 et seq. of the Lincoln Municipal Code provides for the review and approval of the City Council on all Tentative Maps; and

WHEREAS, on June 19, 2024, the Planning Commission reviewed and considered the Large Lot Tentative Subdivision Map, and recommended approval to the City Council; and

WHEREAS, notices describing the proposed Large Lot Tentative Subdivision Map for the Stardust 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 approving of the Large Lot Tentative Subdivision Map, the City Council reviewed and considered the information contained in the Addendum to the Final Environmental Impact Report and adopted a Resolution, recommending City Council approval of an Addendum to the Village 1 Final Environmental Impact Report (EIR) (State Clearinghouse #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, 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 Project includes all of the following entitlements: the CEQA Resolution, this Large Lot Tentative Map, the Small Lot Tentative Subdivision Map and the Development Agreement; and

WHEREAS, the City Council has reviewed the proposed Large Lot Tentative Subdivision Map for the Stardust Project and conducted a public hearing.

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

Section 1.

This Resolution incorporates, and by this reference makes a part hereof, that certain Large Lot Tentative Subdivision Map for the Stardust Project, substantially in the form on file with the Community Development Director, relative to the proposed development of the Stardust Project on certain real property consisting of 77.74 acres located at the western edge of Village 1 (APN: 021-274-040), which is part of the Village 1 Specific Plan area and within the incorporated area of the City of Lincoln.

Section 2. Large Lot Tentative Subdivision Map Findings.

Pursuant to Section 66474 of the Subdivision Map Act, the City Council hereby finds and determines as follows:

a. The Large Lot Tentative Subdivision Map for the Stardust 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 Low Density Residential (VLDR) development 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 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 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 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 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 or 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 Project area is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965.

Section 3.

The Large Lot Tentative Subdivision Map for the Stardust Project is subject to the conditions set forth in Exhibit 6A, 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, the CEQA Resolution No. 2024-157, and the evidence in the Staff Report, the City Council hereby recommends to the City Council that the Large Lot Tentative Subdivision Map for the Stardust Project be approved, substantially in the form on file with the Community Development Director, subject to the attached exhibits.

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

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

Daniel Karleskint

Dan Karleskint, Mayor

ATTEST:

Gwen Scanlon

Gwen Scanlon, City Clerk

Exhibits:

6A. Large Lot Tentative Subdivision Map Draft Conditions of Approval
6B. Large Lot Tentative Subdivision Map, Dated June 19, 2024

The **Stardust** Large Lot Tentative Subdivision is located within Village-1 plan area, near the South-West corner of McBean Park Dr./Stardust Lane within the City of Lincoln, Assessor's Parcel Number 021-274-040 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** Tentative Subdivision Map

Condition	Timing	Responsible Party	Status
GENERAL CONDITIONS			
1. 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	
2. 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	Community Development and City Engineer	
3. All development within the Stardust 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	City of Lincoln	
4. The project shall be subject to Mitigation Measures established by the 2050 General Plan update Environmental Impact Report (EIR) in regards to "Greenhouse Gas and Global Change" Section 8.9 (SCH 2005112003).	General Condition	City of Lincoln	
5. The Large Lot Map shall be subject to those provisions set forth in the approved Village 1 Specific Plan, Specific Plan Amendments, and the Village 1 General Development Plan.	General Condition	City of Lincoln	

Condition	Timing	Responsible Party	Status
6. The conditions of approval for the Large Lot Tentative Map supercede any and all conflicting notations, and information which may be shown on said map.	General Condition	City of Lincoln	
7. The Large Lot Tentative Subdivision 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 66452.6(e), or extended by the terms of a Development Agreement.	General Condition	City of Lincoln	
8. The Applicant shall carve out and dedicate stormwater quality lots over the Stormwater Quality Ponds. 9. The storm water quality ponds shall be located on lots which shall be owned and maintained by the Home Owners' Association.	Prior to approval of the Final Map	Community Development & City Engineer	
10. *Completion of improvement plans and construction or bonding of backbone infrastructure including Oak Tree Lane to ultimate width, from McBean Park Drive to the southern boundary of the Stardust project providing physical access to all lots will be required prior to approval of the Large Lot Final Subdivision Map to the satisfaction of the City Engineer.	Prior to Large Lot Final Map Approval	Development Engineering and City Engineer	
11. The Applicant shall prepare and submit to the City a Large Lot Final Map (prepared by a licensed land surveyor or a civil engineer, per State Law) which is in substantial conformance to the approved Large Lot Tentative Map in accordance with chapter 17.20 of the Lincoln Municipal Code.	Prior to submittal of the Large Lot Final Map	Development Engineering and City Engineer	
12. The Applicant 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 the Large Lot Final Map.	Prior to Large Lot Final Map approval	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
13. The Applicant shall maintain all existing easements, unless otherwise provided in these conditions, or unless identified on the Tentative map to be abandoned.	Prior to Large Lot Final Map approval	Development Engineering and City Engineer	
14. The Applicant shall record all easements and reciprocal use agreements between parcels for construction, use and maintenance of any shared private infrastructure, reciprocal drainage maintenance areas, common drives, or landscaping.	Prior to Large Lot Final Map approval	Development Engineering and City Engineer	
15. If applicable, the project shall comply with requirements of SB-5 (200-year flood protection) and regulations and guidelines published by the State Department of Water Resources, and as may be adopted by the City of Lincoln in compliance with the requirements of SB-5.	General Condition	Community Development and City Engineer	
16. A Note should be placed on the Large Lot Final Map as follows: "A grading permit shall be required prior to any work on any parcel."	Prior to Large Lot Final Map approval	Development Engineering and City Engineer	
17. A Note shall be placed on the Large Lot Final Map as follows: "No building permit is proposed within this minor subdivision. Development of the parcels is subject to Lincoln Subdivision Ordinance, Title 17."	Prior to Large Lot Final Map approval	Development Engineering and City Engineer	
PARCEL DEVELOPMENT			
18. **The design of backbone water system improvements shall comply with the approved Water Study to be prepared by the Applicant consistent with the Backbone Water System of the adopted Village-1 Specific Plan Amendment, and Infrastructure and Public Facilities Financing Plan.	Initial Submittal of backbone Improvement Plans	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
19. **The design of backbone sanitary sewer system improvements shall be consistent with the Stardust Sewer Study prepared by Frayji Design Group, dated May 14, 2024, and consistent with the backbone Sanitary Sewer System of the adopted Village-1 Specific Plan Amendment, and Infrastructure and Public Facilities Financing Plan.	Initial Submittal of backbone Improvement Plans	Development Engineering and City Engineer	
20. **The design of the backbone storm drainage system improvements shall comply with the Village 1-Stardust Preliminary Drainage Report prepared by Frayji Design Group, dated May 14, 2024. 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.	Initial Submittal of backbone Improvement Plans	Development Engineering and City Engineer	
21. Development within the parcels shall conform to the City of Lincoln 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 Community Development Director.	Prior to Development	City Engineer and Community Development Director	
22. For those improvements that affect regulated resources, the Applicant shall have secured all required Environmental and Mitigation Permits for improvements prior to City approval of Plans for the improvements affecting the regulated resources.	Prior to approval of backbone Improvement Plans that affect regulated resources.	Planning	

Condition	Timing	Responsible Party	Status
23. The project's backbone infrastructure shall include adequately sized and properly aligned culverts at all drainage-way crossings. Culvert sizes must meet the design requirements and be approved by the City Engineer. Design and construct temporary culverts over natural channels for any stream crossings used during the construction phase. Construction equipment and vehicles must not cross streams without a proper temporary culvert crossing.	Prior to approval of backbone Improvement Plans and Final Map	City Engineer	
24. The design, maintenance, inspection, and reporting of all storm water systems, devices, and treatment systems related to backbone infrastructure/Oak Tree Lane 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 backbone Improvement Plans and During Construction	Community Development and City Engineer	
25. **Applicant shall prepare an intersection analysis and a Level of Service (LOS) analysis for the interim condition for the proposed intersection of Oak Tree Lane/McBean Park Drive to ensure the intersection meets the General Plan Policy LOS requirements, and provides adequate lane transitions.	Prior to approval of backbone Improvement Plans	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
26. Prior to the approval of Large Lot Final Map, the Applicant shall enter into a standard City Subdivision Improvement Agreement with the City identifying the public improvements, if any, to be constructed with backbone infrastructure. 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. 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 Large Lot tentative map, the City, as a condition precedent to the approval of the Large Lot 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.	Prior to Large Lot Final Map approval	Community Development, City Engineer	
27. 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 within or along Oak Tree Lane/pertaining to backbone infrastructure or within any lot or easement that is to be granted to the City, 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 Large Lot Final Map approval	Community Development and City Engineer	
28. The Owner shall dedicate public utility easements for underground facilities, as part of backbone infrastructure, 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	
29. The words "traffic control appurtenances" shall be included on the cover sheet of Large Lot 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
30. The Owner shall consent to the City's formation of, or annex into, a Drainage Maintenance Assessment District or Maintenance CFD if deemed necessary by the Community Development Department and City Engineer.	Prior to Final Map approval	Community Development and City Engineer	
31. *The Applicant will approve and execute a Development Agreement as per requirements of the approved Village-1 Specific Plan, and the Infrastructure & Public Facilities Financing Plan.	Prior to approval of the First Final Map	Community Development	
32. The Applicant shall provide to the Community Development Department copies of the Large Lot Final 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	
33. Prior to recordation 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 Recordation	Development Engineering and City Engineer	
34. After recordation of the Final Map, the Applicant shall provide to the City Engineer one copy of the recorded Final Map on Mylar.	Immediately after recordation of Final Map	Community Development and City Engineer	
35. Dedicate rights of ways and easements for public improvements required to serve the lots shown on the Large Lot Final Map and construct those improvements or enter into a subdivision agreement with bonds, pursuant to Lincoln Design Criteria and Procedures Manual, to the satisfaction of the City Engineer.	Concurrent with filing the Large Lot Final Maps with the City Council.	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
36. Dedicate Irrevocable Offer of Dedication for rights of way and dedicate easements for future public improvements required to serve the lots shown on the Large Lot Final Map/s, to the satisfaction of the City Engineer. Development of the parcels shown on the large lot final map/s may require additional approvals from the City.	Concurrent with filing the Large Lot Final Map with the City Council	Development Engineering, City Engineer	
37. The Development Agreement shall address the obligation of the Applicant to reimburse for facilities constructed by third parties which benefit the Applicant, if any.	Prior to Recordation of Large Lot Final Map	Community Development	
38. The Applicant, through his/her 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.	Prior to Acceptance of Improvements	City Engineer	
39. The project shall be required to underground all existing public utilities fronting the project site along Oak Tree Lane, except that electric transmission lines of 60 KV and higher may be excluded as determined by the City or PG&E.	Prior to Acceptance of Improvements	City Engineer	
40. 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	
41. Existing and proposed public facilities and improvements impacted or damaged by Stardust project construction 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	

Exhibit 6B: Large Lot Tentative Subdivision Map

LARGE LOT TENTATIVE MAP INFORMATION

DEVELOPER/APPLICANT: BEAZER HOMES HOLDINGS, LLC
2990 LAVA RIDGE COURT, SUITE 110
ROSEVILLE, CA 95661

OWNER: STARDUST 80, CALIFORNIA LIMITED PARTNERSHIP.

ENGINEER: FRAYJI DESIGN GROUP, INC.
1316 BLUE OAKS BLVD
ROSEVILLE CA 95678
(916) 782-3000

ASSESSOR'S PARCEL NO.: 021-274-040

TOTAL ACREAGE: 77.74± AC

EXISTING ZONE: VLDR-OPEN SPACES, RIGHT OF WAY

SERVICE PROVIDERS

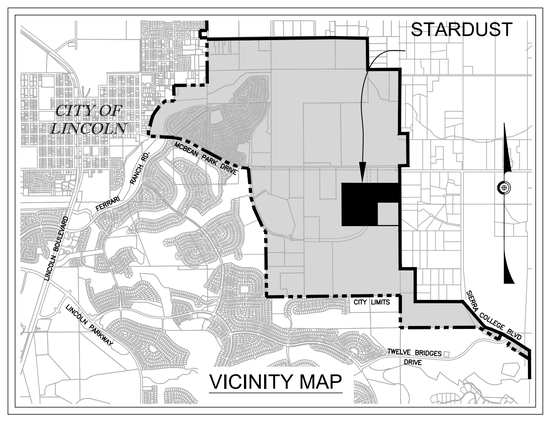
SCHOOL DISTRICTS:	WESTERN UNIFIED SCHOOL DISTRICT, K-12, LINCOLN CA
PARKS & RECREATION:	CITY OF LINCOLN
POLICE & FIRE PROTECTION:	LINCOLN POLICE DEPT./LINCOLN FIRE DEPT.
SANITARY SEWER:	CITY OF LINCOLN
DOMESTIC WATER:	CITY OF LINCOLN
STORM DRAIN:	CITY OF LINCOLN
ELECTRICITY:	PACIFIC GAS & ELECTRIC CO.
TELEPHONE:	AT&T
CABLE:	WAVE COMMUNICATIONS / CABLE CO.

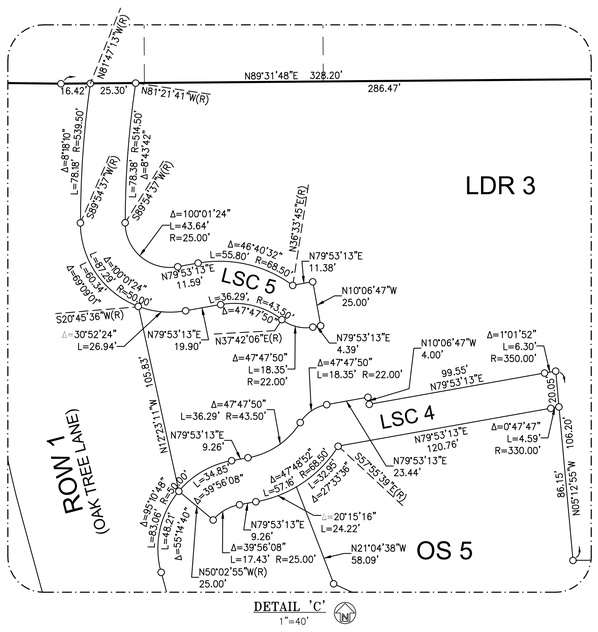
LARGE LOT
Tentative Subdivision Map

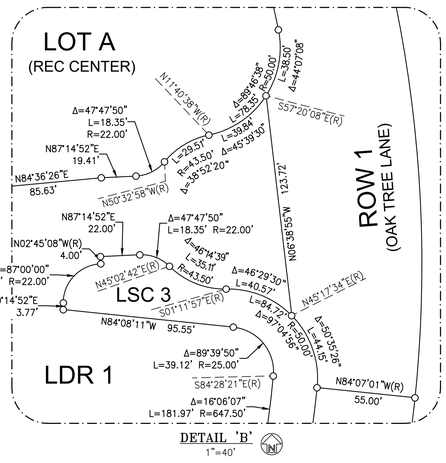
THE STARDUST LARGE LOT TENTATIVE SUBDIVISION MAP WOULD CREATE THE FOLLOWING LOTS:

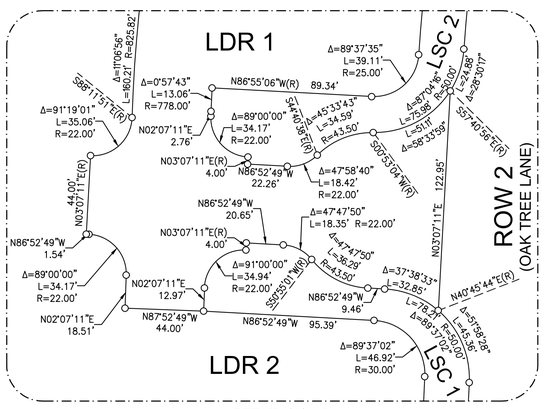
Land Use	Acres	No. of Lots
VLDR – Village Low Density Residential	*51.79*	*3*
Landscape Lots	*1.22*	*6*
Roadways	*2.93*	*3*
Open Space(OS1–OS5)	*19.72*	*5*
Recreation Center (Lot A)	*2.08*	*1*
Total	*77.74±*	

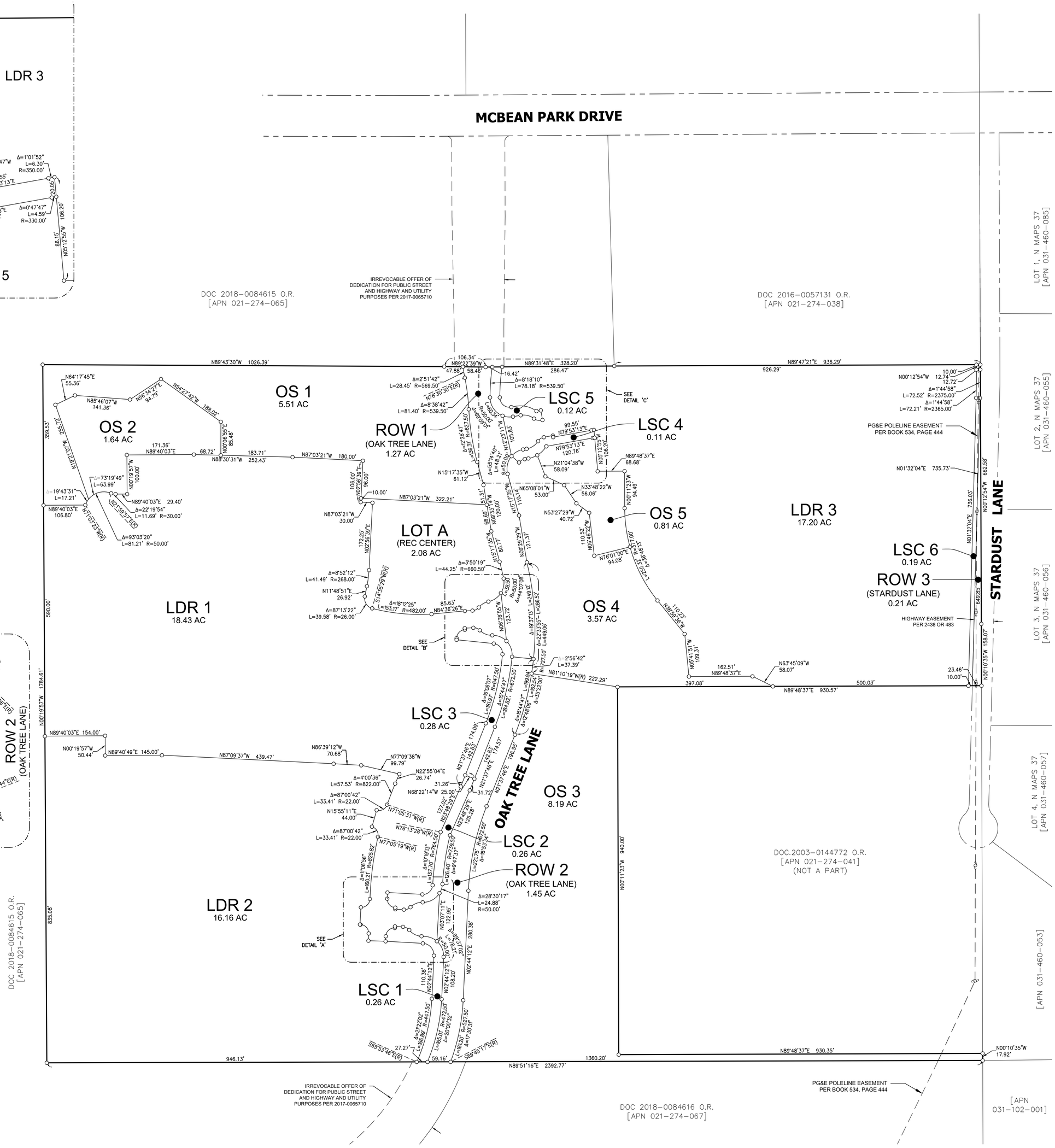
NOTE:
THE BOUNDARY SHOWN HEREON IS BASED ON THE LEGAL DESCRIPTION AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, ALTA COMMITMENT FOR TITLE INSURANCE, ORDER NUMBER: 0131–627064ala ISSUED MAY 24, 2023. ALL EASEMENTS SHOWN IN THE REPORT ARE SHOWN HEREON OR IF AN EASEMENT IS NOT PLOTTABLE OR BLANKET, A NOTE TO THAT AFFECT IS SHOWN HEREON. ANY PUBLIC EASEMENTS TO BE ABANDONED ARE SHOWN AS "TO BE ABANDONED WITH THE FINAL MAP (IF APPLICABLE)"











N

W E

S

0 100' 200' 300'

SCALE 1"=100'

FRAYJI DESIGN GROUP
CIVIL ENGINEERING | PLANNING | SURVEYING

Large Lot Tentative Map

Stardust

City of Lincoln, California June 19,2024

PROFESSIONAL LAND SURVEYOR
MICHAEL S. COSTA
LS 6600
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
TONY J. FRAYJI
NO. 57265
EXP. 12-31-25
CIVIL
STATE OF CALIFORNIA

\\fresvfs02\Data\Drafting\3416\0-Stardust\Beazer\4-Tentative Map\3416\0-STARDUST-TENTATIVE MAP3416\0-Stardust Large Lot TM.dwg, 6/19/24 03:58:28pm, amillan, Exhibit

ATTACHMENT 4

Full Improvement Plans for Stardust Backbone and Stardust Sewer Pump Station are on file with the Engineering Department.

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE PAVEMENT
ARV	AIR VACUUM RELIEF VALVE
BC	BEGIN CURVE
BM	BENCH MARK
BVCS	BEGIN VERTICAL CURVE STATION
BVCE	BEGIN VERTICAL CURVE ELEVATION
BOW	BACK OF WALK
BOV	BLOW OFF VALVE
℄ ,CL	CENTER LINE
CONST	CONSTRUCT
CR	CURB RETURN
DI	DROP INLET
DIP	DUCTILE IRON PIPE
MH(D)	STORM DRAIN MANHOLE
D/S	DOWNSTREAM
DTL	DETAIL
E	EAST
EC	END CURVE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EXIST, EX	EXISTING
EV	EMERGENCY VEHICLE
EVCS	END VERTICAL CURVE STATION
EVCE	END VERTICAL CURVE ELEVATION
FES	FLARED END SECTION
FH	FIRE HYDRANT
FTG	FITTING
FL	FLOW LINE
FM	FORCE MAIN
GR	GRATE
GB	GRADE BREAK
HP	HIGH POINT
HDPE	HIGH DENSITY POLYETHYLENE
HORZ	HORIZONTIAL
HS	SEWER HOUSE SERVICE
INV	INVERT
INTX	INTERSECTION
JP	JOINT POLE
L	LEFT
LF	LINEAR FEET
LSE	LANDSCAPE EASEMENT
MAX	MAXIMUM
MH	MANHOLE
MPT	MULTI-PURPOSE TRAIL
MIN	MINIMUM
N	NORTH
NTS	NOT TO SCALE
P=	PAD
PCC	POINT OF COMPOUND CURVE
PI	POINT OF INTERSECTION
PL, ℙ	PROPERTY LINE
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
PUE	PUBLIC UTILITY EASEMENT
PVT	PRIVATE
R	RIGHT
R=	RADIUS
RC	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
RW, R/W	RIGHT OF WAY
S	SOUTH, SEWER
SD	STANDARD DETAIL
SHT	SHEET
STA	STATION
STD	STANDARD
SRF	SURFACE
MH(S)	SANITARY SEWER MANHOLE
SW, S/W	SIDEWALK
TBC	TOP BACK OF CURB
TI	TRAFFIC INDEX
TYP	TYPICAL
W	WEST, WATER
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL

LEGEND

PROPOSED		EXISTING
12"D	STORM DRAIN	12"D
8"S	SEWER LINE	8"S
8"W	WATER LINE	8"W
P=	PAD GRADE ELEVATION	P=
	MANHOLE	
	DRAIN INLET	
	FLARED END SECTION	
	FLUSHING BRANCH	
	WATER GATE VALVE	
	WATER BUTTERFLY VALVE	
	COMB AVRV	
	BLOW OFF ASSEMBLY	
	FIRE HYDRANT ASSEMBLY	
	STREET LIGHT	
	STREET NAME SIGN	
	STOP SIGN	
	SIDEWALK RAMP	
	CENTERLINE	
S	DIRECTION OF SEWER SERVICE	
—G—T— E—JT	GAS, TELEPHONE OR ELECTRIC	—G—T— E—JT
31.25	SPOT ELEVATION	131.4
	RIGHT OF WAY	
	BOUNDARY	
	PHASE LINE	
	SLOPE (2:1 MAX)	
100.00	GFL ELEVATION	100.00
.50%	GFL SLOPE AND DIRECTION	.50%
	SWALE FLOW LINE	

MONUMENT WELLS PLACED AT THE INTERSECTION OF STREET CENTERLINES, THE CENTER OF ALL CUL-DE-SACS AND ELBOW POINTS PER CITY STD DTL H-24.

	3/4"x18" G.I.P. MONUMENT (BC'S AND EC'S)	
	SOUNDWALL W/ PILASTER	
x x	CONSTRUCTION FENCE	x x
	CONCRETE SPLIT RAIL FENCE	
	OPEN VIEW TUBE STEEL FENCE	
	POST AND CABLE	

GENERAL NOTES:

CONTRACTOR RESPONSIBILITIES: CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN CONSULTANT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN CONSULTANT.

UNAUTHORIZED CHANGES & USES: THE DESIGN CONSULTANT PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

RECORD DRAWING NOTE:

ALL INFORMATION SHOWN ON THE PLANS HAS BEEN PREPARED BY, OR UNDER THE DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN AND ARE BASED UPON FIELD OBSERVATIONS MADE UNDER THE DIRECTION OF, OR BY THE UNDERSIGNED, AND/OR INFORMATION PROVIDED BY THE PROJECT OWNER, PROJECT CONTRACTORS, AND PUBLIC AGENCIES WHEN THE ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE. THE ENGINEER WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, CHANGES TO THESE PLANS NOT AUTHORIZED BY THE ENGINEER.

DATE ENGINEER SIGNATURE AND SEAL

WATER QUALITY CONSTRUCTION PERMIT NOTE

ALL WORK SHALL BE COMPLETED IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED BY VERUX INC., INC ON NOVEMBER 15, 2024 AND THE NOTICE OF INTENT (NOI) WDID NO. 5S31C406885 ISSUED ON APRIL 28, 2025.

WDID #:

5S31C406885

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD83, EPOCH DATE 1991.35, AS MEASURED BETWEEN CITY OF LINCOLN GPS CONTROL MONUMENTS "LIN8 A" AND "108", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY #2291, RECORDED IN BOOK 16 OF SURVEYS, AT PAGE 105. SAID BEARING IS TAKEN AS NORTH 78°29'34" WEST. DISTANCES SHOWN HEREON ARE GROUND VALUES, TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.9999219.

ENVIRONMENTAL PERMIT INFORMATION

ALL WORK SHALL BE COMPLETED IN COMPLIANCE WITH THE UNITED STATES ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 29 (SPK-2013-00147) AND FISH AND GAME STREAMED ALTERATION AGREEMENT NOTIFICATION NO. (1600-2016-0039-R2)

CONSTRUCTION HOURS

CONSTRUCTION IS LIMITED TO THE FOLLOWING HOURS: 7:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY; UNLESS WRITTEN APPROVAL IS GRANTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT ALLOWING WORK FOR DIFFERENT DAYS OR HOURS.

BENCH MARK

CITY OF LINCOLN BENCHMARK "LIN-8A" ELEV. 274.385'(NGVD 29)

"I" BAR 15+/- S. OF S. EP OF STATE HWY 193 200'+/- E. OF INTERSECTION WITH SIERRA COLLEGE BLVD, WITH CALTRANS POST AND PADDLE MARKED "UN 8-A".

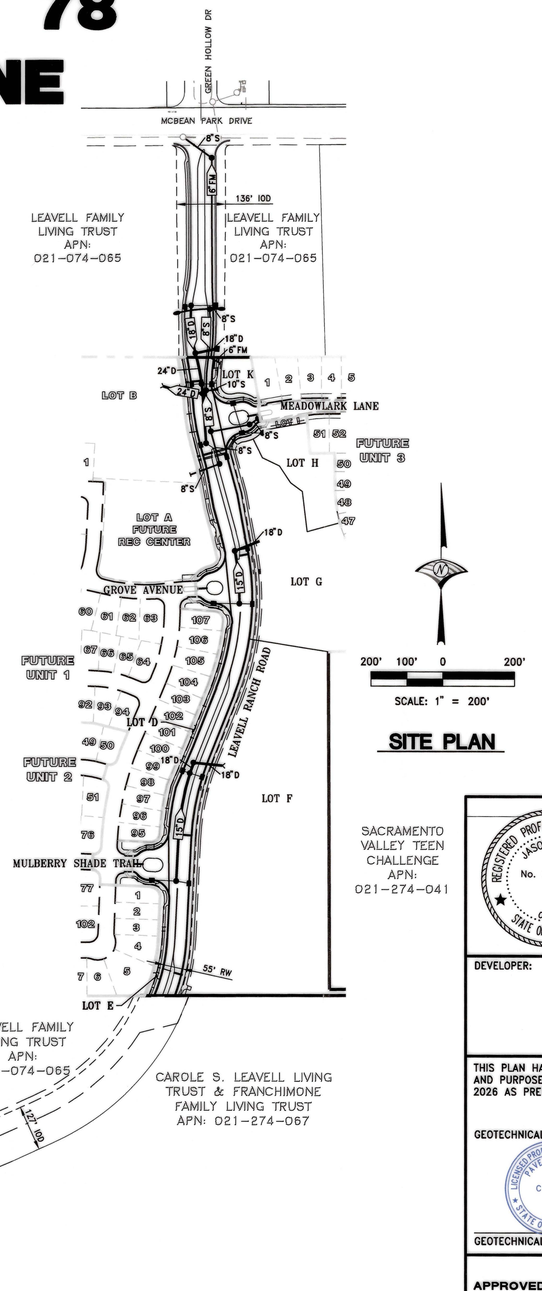
IMPROVEMENT PLANS FOR

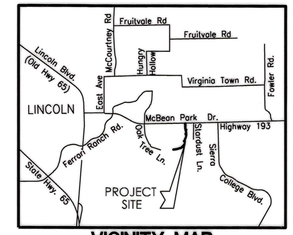
STARDUST 78 BACKBONE

LINCOLN, CALIFORNIA

SHEET INDEX

SHEET NO.	DWG	TITLE
1	TS-1	TITLE SHEET
2	GN-1	GENERAL NOTES
3	SD-1	GENERAL NOTES, STREET SECTIONS,
4	SD-2	TYPICAL DETAILS
5	PP-1	LEAVELL RANCH RD STA 2977+42.35 TO STA 2987+00
6	PP-2	LEAVELL RANCH RD STA 2987+00 TO STA 2997+00
7	PP-3	LEAVELL RANCH RD STA 2997+00 TO STA 3005+00
8	PP-4	LEAVELL RANCH RD STA 3005+00 TO STA 3010+50
9	PP-5	LEAVELL RANCH RD 3010+50 TO STA 3017+50
10	PP-6	LEAVELL RANCH RD STA 3017+50 TO STA 3030+50
11	PP-7	LEAVELL RANCH RD STA 3025+00 TO STA 3029+30 AND MULBERRY SHADE TRAIL STA 8+85.24 TO STA 10+20.11
12	PP-8	GROVE AVE STA 10+68.60 TO STA 11+99.12 AND MEADOWLARK LANE STA 1+00 TO STA 2+53.60
13	PP-9	MCBEAN DRIVE STA 96+50 TO STA 103+50
14	BR-1	BIORETENTION LOT H
15	GR-1	GRADING PLAN DETAILS
16	GR-2	GRADING PLAN
17	GR-3	GRADING PLAN
18	GR-4	GRADING PLAN
19	EC-1	EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
20	EC-2	EROSION AND SEDIMENT CONTROL PLAN
21	W-1	WATER PLAN
22	W-2	WATER PLAN
23	SL-1	STREET LIGHT PLAN
24	ST-1	SIGNAGE & STRIPING PLAN
25	ST-2	MCBEAN SIGNAGE & STRIPING
26	ST-3	MCBEAN SIGNAGE & STRIPING
27	E-1	GENERAL NOTES, LEGEND, CALTRANS STANDARD NOTES
28	E-2	SIGNAL AND LIGHTING SYSTEMS
29	E-3	SIGNAL AND LIGHTING SYSTEMS
30	E-4	SIGNAL AND LIGHTING SYSTEMS





VICINITY MAP
N.T.S.

SCALE: 1" = 200'

SITE PLAN

UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVES		PHONE
GAS	PACIFIC GAS & ELECTRIC	MARTY GRAGG	(530) 889-3250
ELECTRICITY	PACIFIC GAS & ELECTRIC	MARTY GRAGG	(530) 889-3250
CABLE T.V.	WAVE BROADBAND	EVELYN CORTEZ	(916) 315-3211
TELEPHONE	SBC	GREG ELLIS	(530) 888-2048
FIRE	CITY OF LINCOLN FIRE	TOLAN DWORAK	(916) 434-2417
WATER	CITY OF LINCOLN PUBLIC SERVICES		(916) 434-2450
SEWER			
U.S.A.	UNDERGROUND SERVICE ALERT		1-800-227-2600

PROTECTED ROCK NOTE

THIS PROJECT INCLUDES ROCKS THAT ARE TO BE PROTECTED DURING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL COORDINATE WITH A PROJECT ARCHAEOLOGIST PRIOR TO ANY SITE DISTURBANCE.

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER JASON REED No. C66631 CIVIL STATE OF CALIFORNIA

JASON REED RCE #66631 — 3-2-2026 DATE

DEVELOPER:

BEAZER HOMES HOLDINGS, LLC
2990 LAVA RIDGE COURT, SUITE 110
ROSEVILLE, CA 95661
ATTN: INNA MILLER

THIS PLAN HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE WITH THE INTENT AND PURPOSE OF THE GEOTECHNICAL ENGINEERING REPORT NO. E23232.000 DATED FEBRUARY 2026 AS PREPARED BY:

GEOTECHNICAL ENGINEER: **YOUNGDAHL CONSULTING GROUP, INC**
1234 GLENHAVEN COURT
EL DORADO HILLS, CA 95762

LICENSED PROFESSIONAL ENGINEER PAVEL I. TOMIN C 97349 CIVIL STATE OF CALIFORNIA

GEOTECHNICAL ENGINEER — 3-16-2026 DATE

CITY OF LINCOLN FIRE DEPARTMENT

APPROVED BY:

DIVISION CHIEF — 3-25-2026 DATE

CITY OF LINCOLN ENGINEERING DEPARTMENT

APPROVED BY:

CITY ENGINEER — 03/26/26 DATE

RECORD DRAWINGS APPROVED BY:

CITY ENGINEER — DATE

NO.	DESCRIPTION	ENGR INIT	BY AGENCY APPROVED	DATE

STARDUST 78 - 4516003

DATE: FEBRUARY 2026
SCALE: H: AS NOTED V:
DRAWN BY: A. NGUYEN
DESIGNED BY: C. SAECHAO
CHECKED BY: J. CARPENTER

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

IMPROVEMENT PLANS FOR
STARDUST 78 - BACKBONE
TITLE SHEET
CITY OF LINCOLN CALIFORNIA

PROJECT NO. 4516003
DRAWING TS-1
SHT 1 OF 30

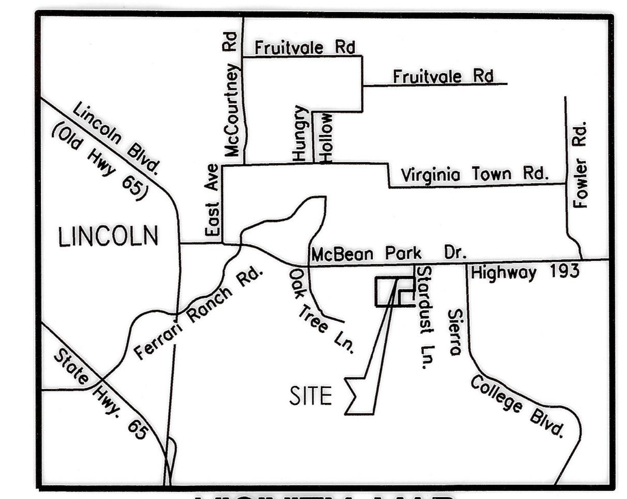
J:\2000-s\4516-Stardust 78\Stardust 78-Backbone\Civil\Dwg\C01-TS-SD-BB.dwg 3/3/2026 7:44 AM Cassandra Saechao

Know what's below. Call 811 before you dig.

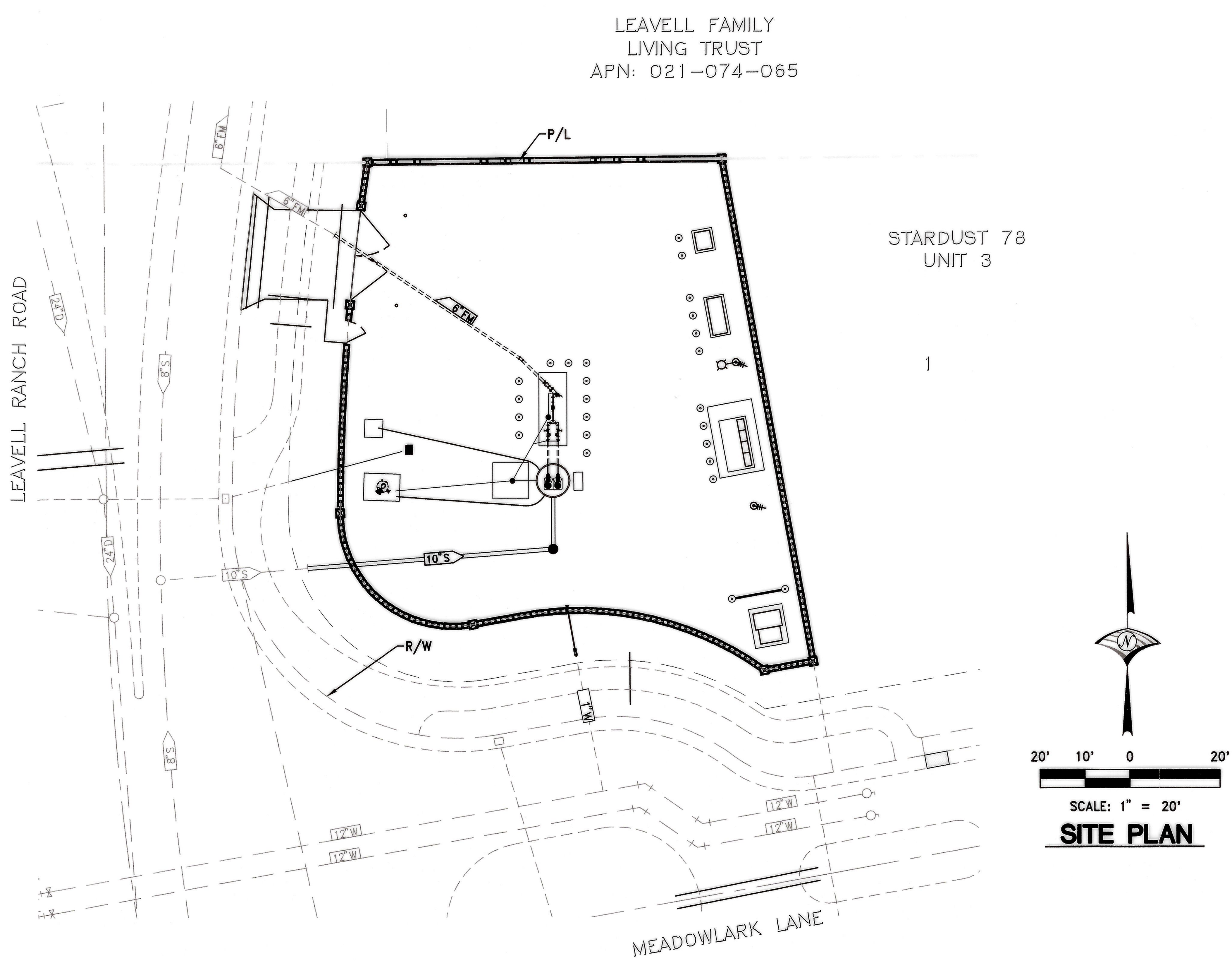
IMPROVEMENT PLANS FOR

STARDUST 78 SEWER PUMP STATION

LINCOLN, CALIFORNIA



VICINITY MAP
N.T.S.



SITE PLAN

SHEET INDEX

SHEET NO.	DWG	TITLE
1	TS-1	TITLE SHEET
2	GN-1	GENERAL NOTES
3	GN-2	LEGENDS, ABBREVIATIONS, AND SYMBOLS
4	DT-1	DETAILS (1 OF 2)
5	DT-2	DETAILS (2 OF 2)
6	C-1	SITE PLAN
7	C-2	WET WELL AND VALVE SECTIONS
8	C-3	GRADING PLAN
9	S-1	STRUCTURAL NOTES 1
10	S-2	STRUCTURAL NOTES 2
11	S-3	TYPICAL DETAILS 1
12	S-4	CANOPY SHADE STRUCTURE PLANS
13	S-5	CANOPY SHADE STRUCTURAL SECTION
14	S-6	CANOPY SHADE STRUCTURE FOUNDATION & FRAMING DETAILS
15	S-7	CANOPY FLASHING AND SIDING DETAILS
16	E-1	SYMBOLS, ABBREVIATIONS AND AREA PLAN
17	E-2	SITE PLAN – ELECTRICAL AND CONDUIT SCHEDULE
18	E-3	SINGLE LINE DIAGRAM, SCHEDULES AND LOAD CALCULATIONS
19	E-4	ELEVATIONS
20	E-5	CONTROL WIRING DIAGRAMS (1 OF 1)
21	E-6	CONTROL WIRING DIAGRAMS (2 OF 2)
22	E-7	PLC I-O BLOCK DIAGRAMS
23	E-8	CONTROL WIRING DIAGRAMS (3 OF 3)
24	E-9	ELECTRICAL DETAILS (1 OF 3)
25	E-10	ELECTRICAL DETAILS (2 OF 3)
26	E-11	ELECTRICAL DETAILS (3 OF 3)
27	E-12	PROCESS AND INSTRUMENTATION DIAGRAMS, SEWAGE PUMPS
28	SW-1	PROTO II FENCE WALL

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DATE ____________ ENGINEER SIGNATURE AND SEAL ____________

WDID #:

5S31C406885

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD83, EPOCH DATE 1991.35, AS MEASURED BETWEEN CITY OF LINCOLN GPS CONTROL MONUMENTS "LIN8 A" AND "108", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY #2291, RECORDED IN BOOK 16 OF SURVEYS, AT PAGE 105. SAID BEARING IS TAKEN AS NORTH 78°29'34" WEST. DISTANCES SHOWN HEREON ARE GROUND VALUES, TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.9999219.

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BENCH MARK

CITY OF LINCOLN BENCHMARK "LIN-8A" ELEV. 274.385'(NGVD 29)

"I" BAR 15+/- S. OF S. EP OF STATE HWY 193 200'+/- E. OF INTERSECTION WITH SIERRA COLLEGE BLVD, WITH CALTRANS POST AND PADDLE MARKED "UN 8-A".

UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVES		PHONE
GAS	PACIFIC GAS & ELECTRIC	MARTY GRAGG	(530) 889-3250
ELECTRICITY	PACIFIC GAS & ELECTRIC	MARTY GRAGG	(530) 889-3250
CABLE T.V.	WAVE BROADBAND	EVELYN CORTEZ	(916) 315-3211
TELEPHONE	SBC	GREG ELLIS	(530) 888-2048
FIRE	CITY OF LINCOLN FIRE	TOLAN DWORAK	(916) 434-2417
WATER / SEWER	CITY OF LINCOLN PUBLIC SERVICES		(916) 434-2450
U.S.A.	UNDERGROUND SERVICE ALERT		1-800-227-2600

DESIGN CRITERIA

INTERIM PUMP STATION	INITIAL OPERATION
AVERAGE DRY WEATHER FLOW	0.11 MGD
PEAK WET WEATHER FLOW	0.36 MGD

PUMP STATION

NUMBER OF PUMPS	2 – 7.5 HP PUMPS
PUMP SPEED	1,740
TYPE OF PUMP	SUBMERSIBLE, FLYGT
TYPE OF DRIVE	ELECTRIC MOTOR W/ FLYGT INTEGRATED RVSS
PUMP CAPACITY EACH	273 GPM
PUMP HEAD	48.5 FEET TDH
DIESEL ENGINE GENERATOR	25 KW (MIN)

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER JAMES E. FLETTER No. C73457 CIVIL STATE OF CALIFORNIA

JAMES E. FLETTER
RCE #73457

1/29/2026
DATE

DEVELOPER:

BEAZER HOMES HOLDINGS, LLC
2990 LAVA RIDGE COURT, SUITE 110
ROSEVILLE, CA 95661
ATTN: INNA MILLER

CITY OF LINCOLN ENGINEERING DEPARTMENT

APPROVED BY:

CITY ENGINEER (EXPIRES IF CONSTRUCTION DOES NOT BEGIN WITHIN 12 MONTHS) DATE 04/16/26

RECORD DRAWINGS APPROVED BY:

CITY ENGINEER ____________ DATE ____________

NO.	DESCRIPTION	ENGR INIT	BY AGENCY APPROVED	DATE
	4516.003 – STARDUST 78 SEWER PUMP STATION			

DATE: JANUARY 2026
SCALE: H: AS NOTED V:
DRAWN BY: A. NGUYEN
DESIGNED BY: J. FLETTER
CHECKED BY: J. CARPENTER

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

CITY OF LINCOLN CALIFORNIA

IMPROVEMENT PLANS FOR
STARDUST 78 SEWER LIFT STATION
TITLE SHEET

PROJECT NO. 4516003

DRAWING **TS-1**

J:\4000-s\4516-Stardust 78\Stardust 78-SewerPS\Civil\Dwg\C01-TS-SD-SPS.dwg 3/24/2026 2:15 PM Jim Fletter

STAFF REPORT

Item Number 13.E

SUBJECT: Adopt a Resolution Accepting the 6th Street Storm Drain Repair Capital Improvement Project (CIP) 662 as Complete and Authorizing the City Clerk to file the Notice of Completion with the Placer County Recorder. (Jacob Groeser)

SUBMITTED BY: Jacob Groeser

DEPARTMENT: Engineering

DATE: September 8, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution accepting the 6th Street Storm Drain Repair Capital Improvement Project (CIP) 662 as complete and authorizing the City Clerk to file the Notice of Completion with the Placer County Recorder (Attachment B).

BACKGROUND/INTRODUCTION:

The Capital Improvement Program for FY 2025/26 includes CIP 662 – 6th Street Storm Drain Repair. The 6th Street Storm Drain Repair project was created to replace a 500-foot segment of failed storm drain pipe along 6th Street between A street and East Avenue. This project also included the installation several new drop inlets and manholes to improve the drainage capacity of this segment of A Street.

On February 10, 2026, the City Council adopted a resolution to approve the plans and technical specifications and authorize the Engineering Division to proceed with the bidding process for construction. The invitation for bids was published in the Lincoln News Messenger, and posted on Planet Bids and the City website on April 7, 2026.

During the bid period, additional storm drain repairs were identified on 6th Street near Lincoln Boulevard. Given the significance of Lincoln Boulevard as a major thoroughfare, these repairs were carried out by Western Engineering through a contract change order. The necessary additional funds for these repairs were provided from CIP 665 – Annual Storm Drain Replacement.

On June 9, 2026, the City Council approved a resolution authorizing the City Manager to execute a contract for construction with Western Engineering Contractors Inc. in the amount of $304,420 for the construction of the project and authorizing the City Engineer to approve change orders not to exceed $90,000; and authorizing the City Manager to execute a contract with Blackburn Consulting for material inspection services for an amount not to exceed $32,808.

The project is complete and all change orders have been finalized for a total change order amount of

$70,266 or 23% of the original amount $304,420.

FINDINGS/ANALYSIS:

Final inspection of the improvements was performed on August 11, 2026. Staff has determined that the work performed by Western Engineering Contractors, Inc. is complete and in conformance with the contract terms. Western Engineering Contractors Inc. has provided Warranty Bond (Attachment C) to guarantee the work for a period of one year from the filing of the attached Notice of Completion.

FISCAL IMPACT:

Budgeted

CIP 665 Fund 2210 (Annual Storm Drain Replacement)	$109,793
CIP 662 Fund 2700	$218,750
CIP 662 Fund 2370	$101,541
Total Budgeted	**$430,084**

Actual Construction Cost

Western Engineering Contractors, Inc.	$304,420
Blackburn (Special Inspection)	$ 10,972
Contingency (23%)	$ 70,266
Total Cost	**$385,658**

Budgeted Remaining

Fund 2210	$22,590
Fund 2700	$21,836
Total Remaining	**$44,426**

ATTACHMENTS:

6th Street Storm Drain NOC.DOC2.Attachment A Reso.2026Sept08.jgroeser.docx

6th Street Storm Drain NOC.DOC3.Attachment B NOC.2026Sept08.jgroeser.docx

6th Street Storm Drain NOC.DOC4.Attachment C Warranty Bond.2026Sept08.jgroeser.pdf

RESOLUTION 2026-XXX

A RESOLUTION ACCEPTING 6TH STREET STORM DRAIN REPAIR PROJECT, CIP 662, AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE PLACER COUNTY RECORDER

WHEREAS, on June 9, 2026, the City Council authorized the City Manager to execute a construction contract with Western Engineering Contractors, Inc. for the construction of the 6th Street Storm Drain Repair (CIP 662); and

WHEREAS, all the work associated with the above contract was completed on August 11, 2026, in accordance with the contract documents; and

WHEREAS, staff recommends to the City Council that said project be accepted and a Notice of Completion be filed by the City Clerk with the Placer County Recorder.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes:

a. Construction on the above-mentioned contract to be accepted as complete in accordance with the plans and specifications.

b. The City Clerk to execute and record the Notice of Completion on said contract and project on behalf of the City of Lincoln.

c. Finance to release remaining/available funds from the completed project upon notification from the City Engineer or designee.

PASSED AND ADOPTED this 8th day of September, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

RECORDING REQUEST BY:

City Clerk
City of Lincoln

WHEN RECORDED MAIL TO:

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

NOTICE OF COMPLETION

6th Street Storm Drain Repair CIP 662
Owner: City of Lincoln
600 6th Street
Lincoln, CA 95648
County of Placer
State of California

NOTICE IS HEREBY GIVEN that on the 11th day of August, 2026, a Final Inspection on the 6th Street Storm Drain Repair Project (CIP 662) of the certain work described and awarded in contract to Baldoni Construction, and which was entered into on June 9, 2026, was performed, and all work was found to be in accordance with the specifications of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the 6th Street Storm Drain Repair Project (CIP 662) was completed on August 11, 2026, and accepted by the City Council of the City of Lincoln on September 8, 2026.

That the name of the surety on the contractor's bond for payment on said contract is Western Surety Company, a South Dakota corporation. The scope of work for this project consisted of installing storm drain pipes, drop inlets, manholes, curb & gutter, and trench paving in the City of Lincoln, California, for the City of Lincoln.

CITY OF LINCOLN

BY: _____
Hope Ithurburn, City Clerk

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

_____ _____
Date Signature

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

Bond No. 30274475

MAINTENANCE BOND

Know all men by these presents that we, Western Engineering Contractors Inc.

as principal, and Western Surety Company

a corporation organized under the laws of the State of South Dakota and duly authorized to transact business in the State of California as Surety, are held and firmly bound unto City of Lincoln

as Obligee in the sum of Three Hundred Seventy Four Thousand Six Hundred Eight Five and 98/100 ($374,685.98), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this August 31, 2026.

WHEREAS the Principal has agreed 1 year maintenance from September 8, 2026 to September 8, 2027.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to **maintain** 6th Street Storm Drain Repair, than this obligation shall be void; otherwise it shall remain in force.

Any suit under this bond must be instituted before expiration of **one** year beyond the date on which **said maintenance period expires.**

Western Engineering Contractors Inc.

Principal

By: JOSH WERTZ-VICE PRESIDENT/COO

Western Surety Company

Surety

By: Edward D. Johnson, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of Placer)

On August 31, 2026 before me, Joselynn Campbell, Notary Public
(insert name and title of the officer)

personally appeared Edward D. Johnson,
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.

JOSELYNN CAMPBELL
COMM. # 2504808
NOTARY PUBLIC • CALIFORNIA
PLACER COUNTY
Comm. Exp. NOV. 19, 2028

Signature _____ (Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy Rangel, Robert D Laux, Dona Lisa Buschmann, Edward D Johnson, Julie A Shiroma, Jeremy Farque, Maggie Bender Johnson, Ashley White, Joselynn Campbell, Individually

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on August 11, 2026.

WESTERN SURETY COMPANY

State of South Dakota }
County of Minnehaha } ss

Larry Kasten, Vice President

On August 11, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on August 31, 2026.

WESTERN SURETY COMPANY

P. Kolsrud

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Placer }

On 09/01/26 *Date* before me, A. Lester, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Josh Wertz *Name(s) of Signer(s)*,

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

A. LESTER
Notary Public - California
Placer County
Commission # 2457250
My Comm. Expires Aug 3, 2027

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Maintenance Bond

Document Date: August 31, 2026 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Josh Wertz	Signer's Name: _____
☒ Corporate Officer – Title(s): Vice President/COO	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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STAFF REPORT

Item Number 14.A

SUBJECT: Liberty at Lincoln Phase 1 Village 8 (Mikaela Noble)

SUBMITTED BY: Mikaela Noble

DEPARTMENT: Community Development

DATE: September 8, 2026

STAFF RECOMMENDATION:

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

1. Determine that the project does not require additional environmental review pursuant to California Environmental Quality Act (CEQA) Section 15182 (Projects Pursuant to a Specific Plan), because the residential project is undertaken pursuant to and in conformity with a specific plan (e.g., Village 7 Specific Plan) adopted under Government Code Title 7, Division 1, Chapter 3, Article 8; and, pursuant to CEQA Guidelines Section 15168(c)(2), that the project is within the scope of the Program EIR and that no subsequent environmental review is required under CEQA Guidelines Section 15162. Therefore, no new environmental document is required.
2. Adopt a Resolution approving a Small Lot Vesting Tentative Subdivision Map for the proposed Liberty at Lincoln Phase 1 Village 8 Project.

BACKGROUND/INTRODUCTION:

The Liberty at Lincoln Phase 1 Village 8 Project (project) is located within the Village 7 Specific Plan (see Attachments 1 and 2). The Village 7 Specific Plan (Specific Plan) and General Development Plan (GDP) provides direction for development of approximately 703 acres of land within the City of Lincoln (City). The Specific Plan identifies land use and zoning designations 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 7.

The following is a brief timeline for the Village 7 Specific Plan:

- June 2010: City adopts Village 7 Specific Plan and General Development Plan, certifies an Environmental Impact Report (EIR) (State Clearinghouse #2005062001) and adopts Mitigation Monitoring Plan.
- August 2013: Development Agreement (DA) executed between City of Lincoln and Lincoln Land Holdings, LLC to develop 516 acres (Lewis Property) within the Village 7 Specific Plan.

- December 2016: City approved amendments to Village 7 Specific Plan and approves a Small Lot Vesting Tentative Subdivision Map (SLVTSM) for Phase 1 of Specific Plan. DA was amended to reflect amendments to Specific Plan.
- August 2022: City approved amendments to 2016 Phase 1 SLVTSM. The approval was supported by an Addendum to Village 7 Specific Plan EIR.
- April 2024: City approved amendments to Village 7 Specific Plan and GDP that revised land use designations and acreages throughout plan area. The approval was supported by an Addendum to Village 7 Specific Plan EIR.
- 2025: Consistent with the DA, two minor amendments to Village 7 Specific Plan and General Development Plan were administratively approved. The amendments replaced 7.6 acres of parks with residential and changed location of proposed elementary school site from southeast corner to northeast corner of Ferrari Ranch Road/Shallus Boulevard intersection.
- July 2026: City approved amendments to Village 7 Specific Plan and GDP that revised land use designations and acreages throughout northern portion of plan area (Aitken Ranch II and Scheiber Properties). The approval was supported by an Addendum to Village 7 Specific Plan EIR.

Planning Commission Actions

The City of Lincoln Planning Commission conducted a public hearing on the proposed project on Wednesday, August 19, 2026. Discussion focused on the project's proximity to park facilities and future high-density residential development within the Village 7 Specific Plan area. Staff clarified that existing and future park facilities are located south and east of the project, and that the community clubhouse is immediately adjacent to the east. No public comments were provided. Ultimately, the Planning Commission recommended, by a 4-0-0-2 vote (two commissioners absent), that the City Council approve the project.

Project Location and Description

The project site is located on approximately 12 acres in the City of Lincoln southeast of the Ferrari Ranch Road/Shallus Boulevard intersection within the Liberty at Lincoln Phase 1 in the Village 7 Specific Plan on Assessor's Parcel Number 327-380-002-000 (see Attachments 1 through 3). The project site is bounded by undeveloped land to the north and south; the Farmhouse HOA clubhouse to the east; and existing homesteads within Placer County to the west. The project site is currently vacant with no existing structures on site.

Land Use Designations and Zoning

The project site is zoned as Village Medium Density Residential (VMDR). The VMDR land use designation is intended for single-family detached housing, as well as alternative detached and attached housing types, with a density range of 6.0 to 12.9 dwelling units per acre (du/ac).

The project is subject to the Placer County Airport Land Use Compatibility Plan (ALUCP) due to its proximity to the Lincoln Regional Airport. The project site is located within ALUCP Zone D (Attachment 4).

Project Components

The proposed Small Lot Tentative Subdivision Map would subdivide the 12-acre property creating a total of 110 residential lots, with a density of 9.7 du/acre (Attachment 5, Exhibit C). The subdivision map also includes approximately 0.5 acres of linear parkways and major paseos. The project would be developed with land uses and densities that are consistent with the adopted Specific Plan and General Development Plan.

The layout of the proposed project is shown in Attachment 4. Residential lot sizes would range from 2,650 to 7,189 square feet (SF), with average lot sizes of approximately 3,050 SF. Residential lots would range from 50 to 85 feet in width and 50 to 100 feet in depth. The 110 residential lots would be single or two-story single-family residences.

The proposed project would be a public community with a homeowner's association (HOA) that will maintain internal subdivision roads, park facilities and other infrastructure and amenities.

An abandonment of existing easements is requested as part of this application, subject to Findings of Consistency with the General Plan in accordance with Government Code 65402. These easements are to be vacated in order to eliminate potential conflicts with future easements associated with the site development. Formal removal of these easements shall take place with the recordation of the final map.

Circulation
Primary access to the project site would be provided by two points of connection from Shallus Boulevard and Anthem Drive. Shallus Boulevard is an existing roadway with single travel lanes in each direction and a 10-foot sidewalk on eastern side of the road adjacent to the project site. Anthem Drive is planned to have single travel lanes in each direction and sidewalks on both sides of the road.

A paseo is located in the northern portion of the project to allow pedestrian access from the subdivision to Ferrari Ranch Road. Circulation details are provided in Attachment 5, Exhibit C.

Site Development and Utilities
Site development would include grading to establish necessary pads and foundations, construction of retaining walls, and installation of utility lines (i.e., water, sewer, drainage, electrical, etc.). Water, sewer and drainage services will be provided by the City of Lincoln. The project's water, sewer and dry utility lines will connect into the Liberty at Lincoln Phase 1 Village 6 and 7 infrastructure located south of the project site. Preliminary utility plans are provided in Attachment 5, Exhibit C. Prior to commencement of any construction, the project applicant would be required to obtain various construction approvals including environmental permits, a grading permit, improvement plans, and building permits. The City's sewer and water systems are capable of accommodating the proposed project.

Offsite Improvements
The proposed project includes two offsite components. The proposed project would construct Anthem Drive and E Drive to obtain access to the site. These roadways were previously identified for development with the Liberty at Lincoln Phase 1 SLVTSM, but have not yet been constructed.

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 Liberty at Lincoln Phase 1 Village 8 Project application is consistent with the applicable policies of the 2050 General Plan as follows:

A. The proposed project will increase the housing stock and diversity in the City by developing 110 medium-density residential units at an overall density of 9.7 units per

acre (Housing Element Policy 2 and Land Use Element Policy LU-1.7).
B. The proposed project will pay fees to provide parks and recreation opportunities for the enjoyment and well-being of local residents (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 to Liberty Parkway which connects to the Village 7 trail system. Therefore, the proposed project is consistent with General Plan policies LU-1.6, LU-9.4, 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 Open Space Element Policy OSC-7.20).
D. The proposed project will incorporate appropriate design measures and mitigation measures provided in the EIR to minimize drainage concentrations and impervious coverage (Policy PFS-4.2).

As noted above, the abandonment of the existing easements is needed per Findings of Consistency with the General Plan. Though codified, no specific policy regulates the abandonment of easement; however, this necessary administrative action eliminates potential conflict with easements associated with - and in support of - the future site development, in accordance with the Village 7 GDP and, therefore, with the General Plan.

Village 7 Specific Plan

The Village 7 Specific Plan is intended to direct the location and nature of development within the Specific Plan area, including the Liberty at Lincoln Phase 1 Village 8 Project site. The proposed project is consistent with the Village 7 Specific Plan as follows:

A. The proposed project would develop residential uses in the VMDR zone, consistent with Chapter 4, Land Use Plan.
B. The proposed project would provide improved parkland or pay fees toward development of parks consistent with Chapter 6, Public Services Plan.
C. The proposed project would construct and connect to water, sewer and dry utilities systems and provide drainage facilities as required by Chapter 7, Utilities Plan.

Parks and Open Space

New development within Lincoln is required to provide both preserved open space and traditional parks. The Village 7 Specific Plan includes a total of 272 acres of open space and parks. In reviewing the appropriate amount of parkland within a development project located in Village 7, the City considers the amount of parkland anticipated in the Village 7 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 7 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 110 homes, it is assumed that the proposed project will have approximately 308 residents at build out. Therefore, the proposed project would be required to provide for acres 0.92 of open space, 0.92 acres of community park and 0.92 acres of neighborhood park.

The existing Development Agreement between the City of Lincoln and Lincoln Land Holdings,

LLC establishes the agreed upon park provisions for 516 acres of the Village 7 Specific Plan (Lewis Property). The proposed project falls within the scope of the Development Agreement. In total, 18.8 acres of neighborhood parks and 18.8 acres of community parks are required to be dedicated as part of the Lewis Property development. This parkland dedication requirement of the project may be satisfied through the dedication of improved parkland, the payment of park-in-lieu fees, or any combination thereof.

Placer County Transportation Planning Agency

The proposed project was reviewed by City staff for compliance with the Lincoln Regional Airport Land Use Compatibility Plan (ALUCP). As previously mentioned, the proposed project is located within ALUCP Zone D. Single-family and multi-family residential development is a compatible use within Zone D.

Departmental Review and Conditions of Approval

The project has been reviewed by various affected city departments, including the Engineering 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 technical memoranda for sewer, water and drainage facilities, storm water quality maintenance and operation plan, erosion control program, a storm water pollution prevention plan (SWPPP), landscaping plan, street lighting plan, and utility line sizing study. Requirements are provided for the design and timing of infrastructure improvements. The conditions of approval also include the requirement of compliance to the applicable mitigation measures from the adopted Mitigation Monitoring Program for the certified EIR. COAs are included as exhibits in the resolutions provided.

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 7 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(c)(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.

The proposed Liberty at Lincoln Phase 1 Village 8 project is in conformance with the certified Final EIR for the Village 7 Specific Plan (SCH #2005062001) in respect to residential development (e.g., density, development standards, etc.). Therefore, no further environmental review is required. Original applicable mitigation measures from the certified EIR shall be applied.

ATTACHMENTS:

Attachment 1 Project Location.pdf

Attachment 2 Village 7 Land Use Plan.pdf

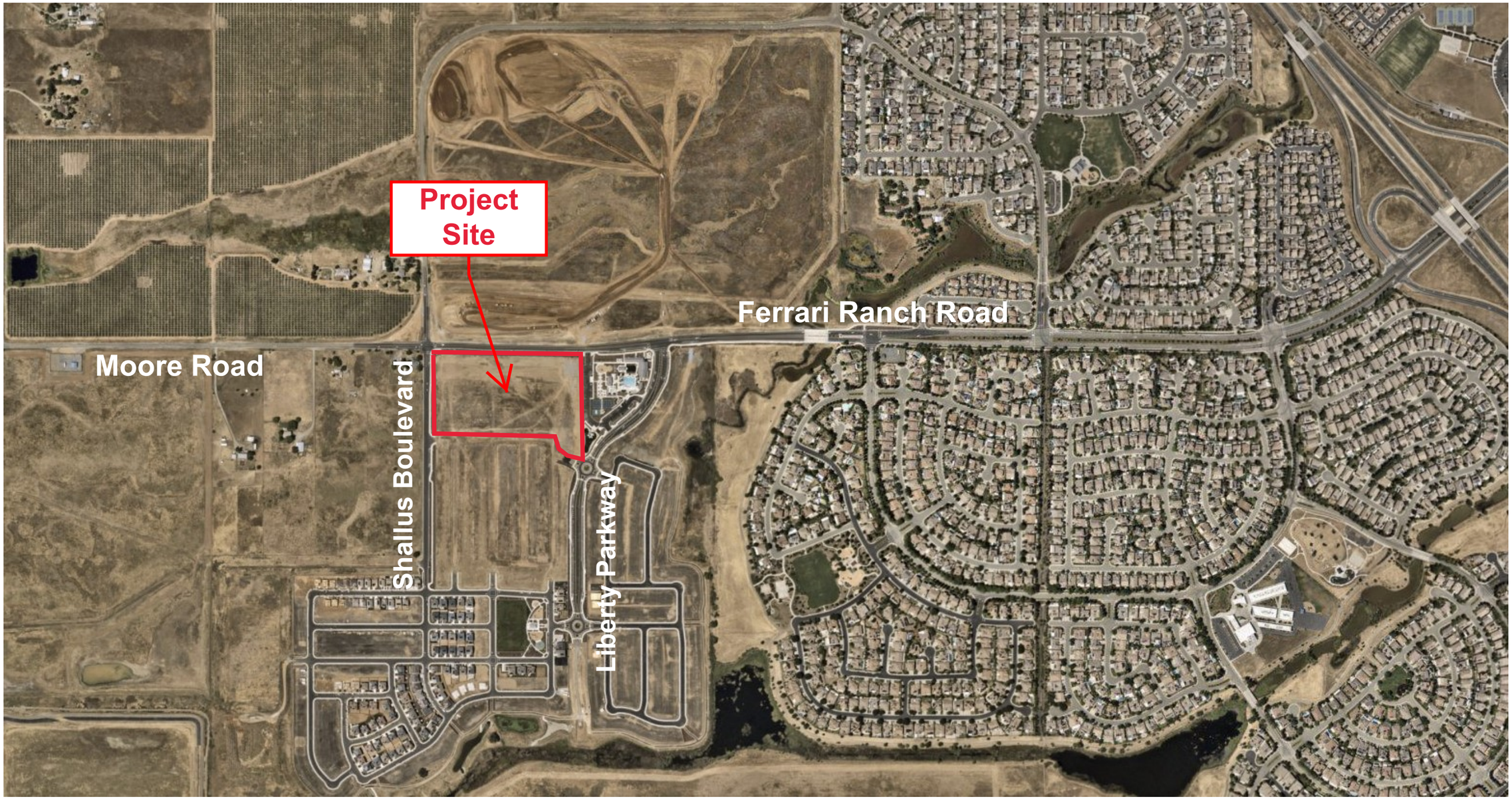
Attachment 3 Airport Land Use Compatibility Map.pdf

Attachment 4 Project Layout.pdf

Attachment 5 Liberty Ph 1 Village 8 SLVTSM CC Resolution.doc

Attachment 5 SLVTSM Resolution Exhibits.pdf

Attachment 1: Project Location



Attachment 2: Village 7 Land Use Plan

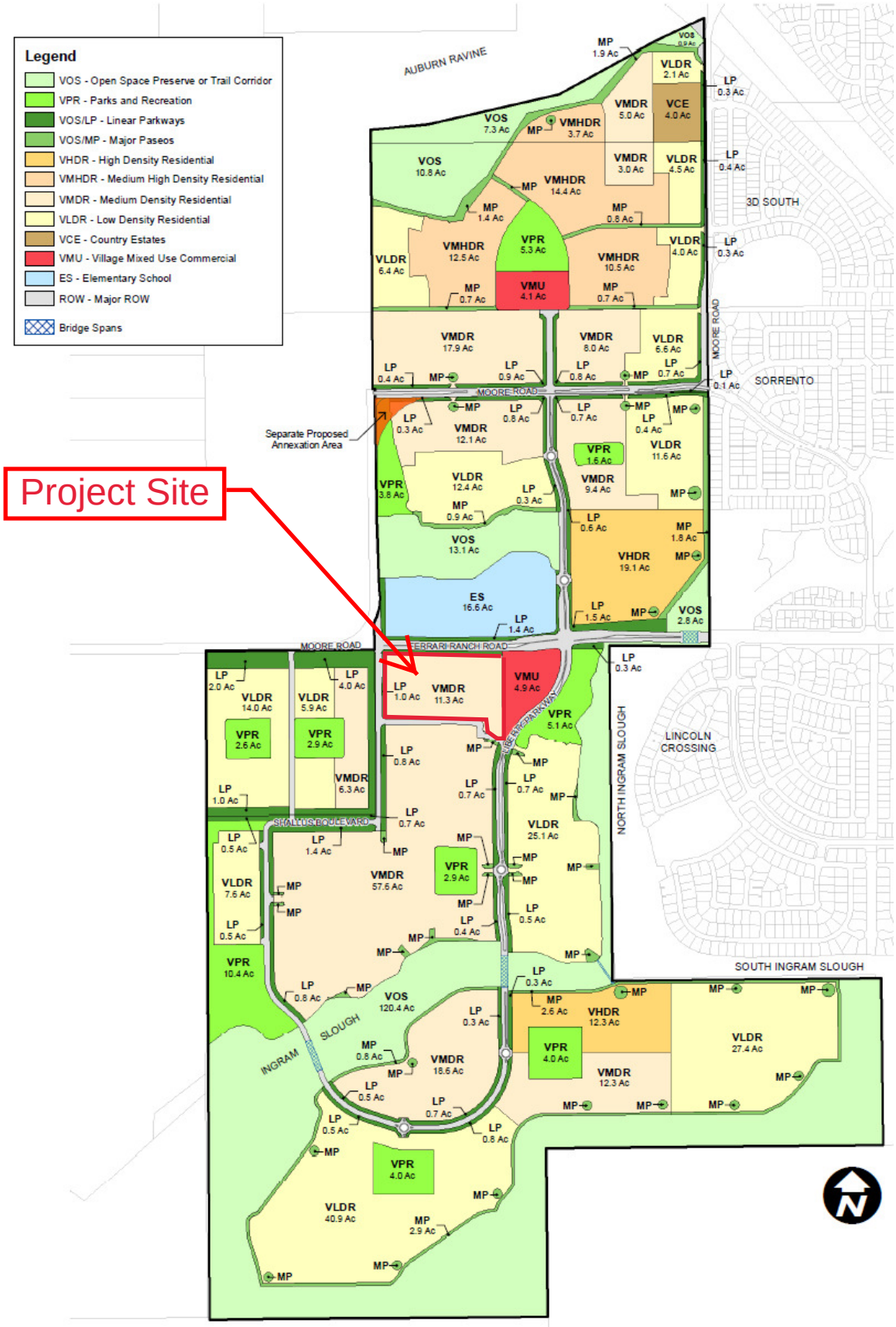
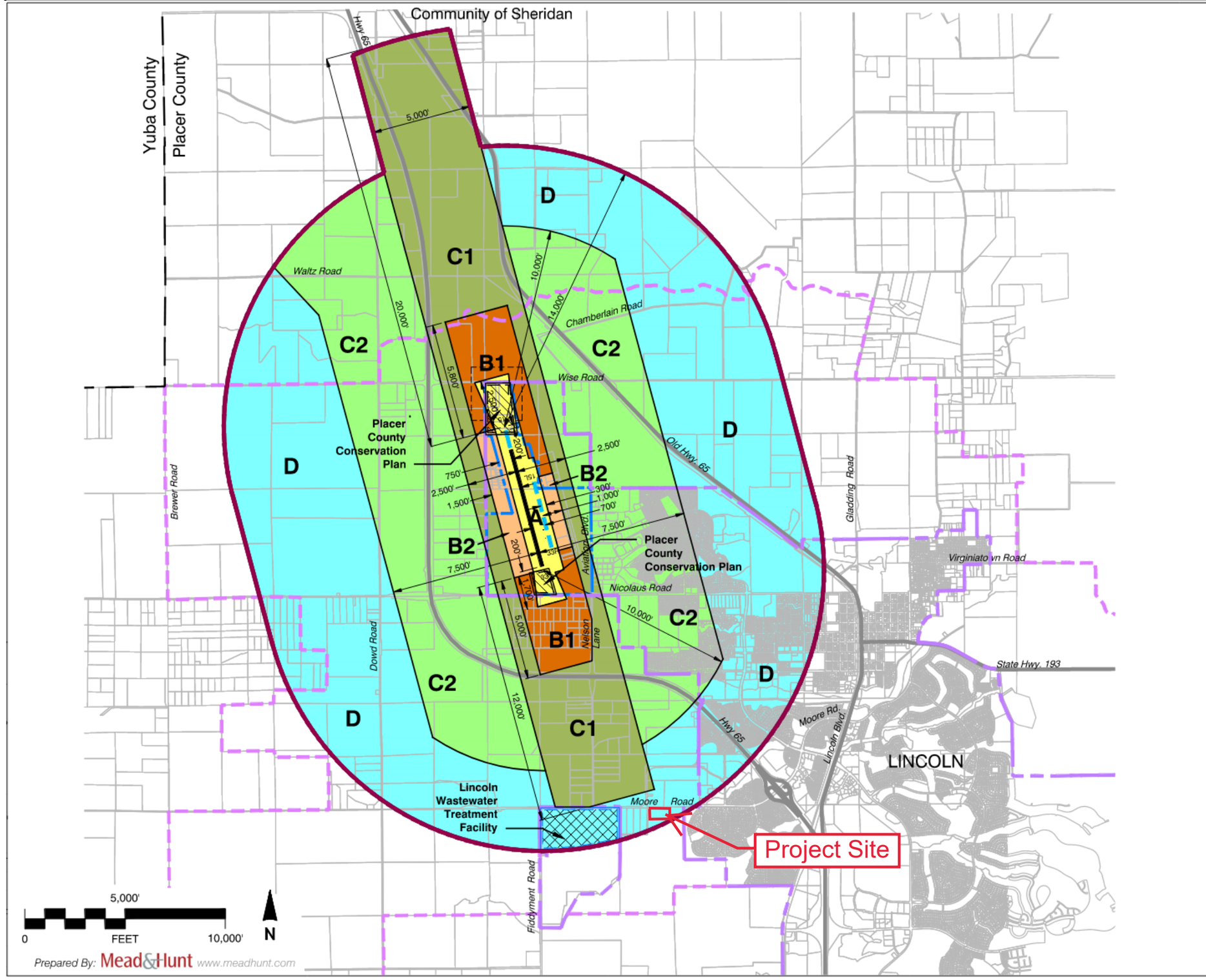


Figure 4-1: Land Use Plan

Attachment 3: Airport Land Use Compatibility Plan Map



Legend

Boundary Lines

- Placer County Limits
- Lincoln City Limits
- Lincoln Sphere of Influence
- Existing Airport Property Line
- Future Airport Property Line
- Future Avigation Easement
- Existing Runway 15-33 (6,000 ft.)
- Future Runway 15R-33L (7,000 ft.)
- Future Runway 15L-33R (3,350 ft.)

Compatibility Zones[1]

- Airport Influence Area
- Zone A
- Zone B1
- Zone B2
- Zone C1
- Zone C2
- Zone D

See Special Conditions Policy Section 6.3

- Placer County Conservation Plan
- Lincoln Wastewater Treatment Facility

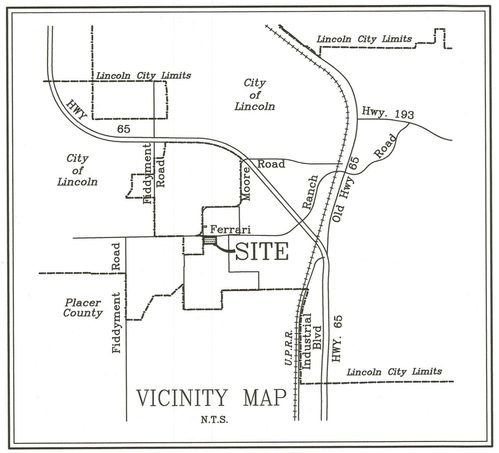
Notes:

1. This ALUCP utilizes composite compatibility zones addressing four compatibility concerns: noise, safety, overflight and airspace protection.
2. Longitudinal dimensions measure from end of primary surface, 200' from ends of runway.

Lincoln Regional Airport
Land Use Compatibility Plan
(Adopted September 22, 2021)

Map LIN-6A
Compatibility Policy Map
Lincoln Regional Airport

Attachment 4: Project Layout



DEVIATIONS FROM STANDARDS

1 OFFSET ELBOW BULB (SEE DETAIL)

Land Use Summary

Village/ Lot #	SP/Zoning Designation	Land Use / Lot Size	Acres Gross	Acres Net	Dwelling Units	Gross Density
8	VMDR	Village Medium Density Residential / 50' x 50' (1)	11.3	7.7	110	9.7
A & D	VOS/LP	Village Open Space (Linear Parkway) (Public Dedication)	0.4	0.4	-	-
B & C	VOS/MP	Village Open Space (Major Paseos) (Public Dedication)	-	0.1	-	-
ROW	Major ROW	Banner Drive /Anthem Drive (Public Dedication)	0.4	0.4	-	-
ROW	VMDR	Residential Streets (Public Dedication)	-	3.5	-	-
Total			**12.1**	**12.1**	**110**	-

(1) Note - Minimum lot widths and depths are nominal sizes to be used on typical rectangular lots. Variation(s) from minimum lot widths and depths are permitted for non-typically shaped lots providing that a standard building envelope, based on the nominal lot size and required setbacks, fits on the lot.

LICENSED LAND SURVEYOR
PEDRO JARQUIN
12/31/27
No. 8268
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

The boundary shown hereon is based on the legal description as described in the preliminary title report issued by Fidelity National Title Company, Order No. FSSE-0102501012, Dated: December 8, 2025. All easements shown in the report are shown hereon or if an easement is not plottable or blanket, a note to that effect is shown hereon. any public easements to be abandoned are shown as "to be abandoned with the final map" (if applicable).

Pedro Jarquin — PEDRO JARQUIN

2/26/26 — DATE

TENTATIVE MAP NOTES

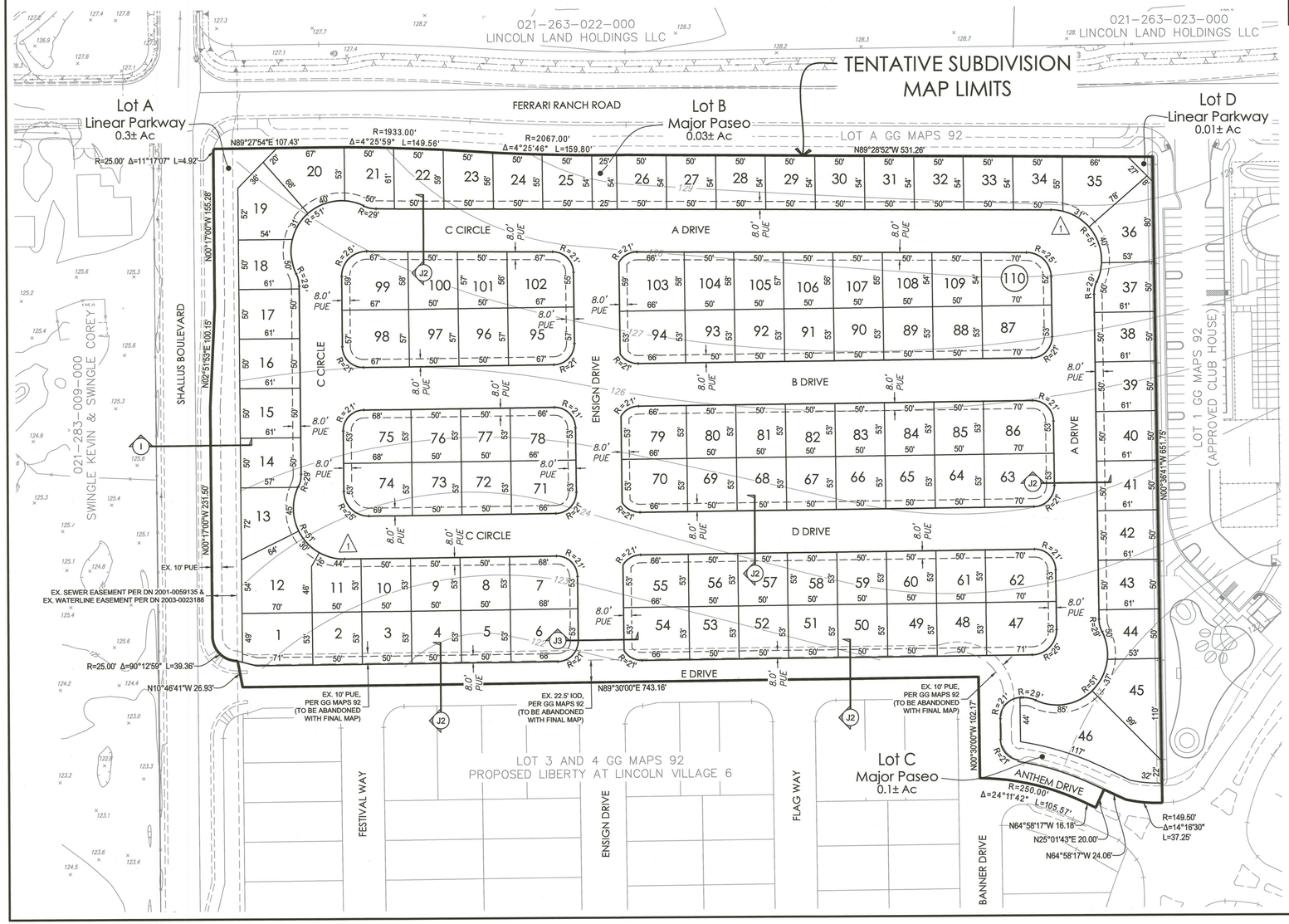
1. Lot lines may be adjusted at the time of final map preparation provided the general lotting scheme is preserved and no new additional residential lots are created, subject to the approval of the City of Lincoln.
2. Pursuant to government code Section 66463.1, the subdivider may file multiple final maps based upon this map. The filing of a final map on a portion of this map shall not invalidate any part of this map.
3. This map may be phased provided public safety issues are addressed, subject to the approval of the City of Lincoln.
4. Lot numbering on this map is for identification purposes only and may differ on the final map/s.
5. Minor adjustment to the street pattern shown hereon is permitted provided the overall circulation pattern remains substantially the same, subject to the approval of the city of Lincoln.
6. Street names shown hereon are for identification purposes only. Final street name & right-of-way geometry will be determined at the time of final map and improvement plan preparation.
7. Lot dimensions and acreages shown on this map are illustrative only. Actual lot dimensions and acreages will be established with the final map/s.
8. Additional easements to accommodate new public utility improvements, access required for lot development, open space or drainage improvements, slopes, or similar mapping requirements needed to accomplish the final design, may be added with each final map.
9. A minimum 8' public utility easement (PUE) will be located adjacent to all public street rights-of-way as established by this map.
10. Topographic information shown hereon is from Geo Maps, October 2021, and is based on the City of Lincoln control point no. " BM A 855" elev. 127.877'. NGS benchmark disk stamped "A 855 1949" set in concrete monument 39'± East of E. SPRR rail, 31.5± West of centerline Industrial Ave. at curve 0.1± mi West of intersection with Hwy. 65 2.5± mi S. of Lincoln. NGS PID JS0897.
11. This application is for a development permit.
12. The following easements are proposed to be abandoned with the final map:
    a. 22.5' IOD. per GG MAPS 92
    b. 10' PUE per GG MAPS 92
13. The following easements described in the PTR are offsite and not shown hereon:
    a. Roadway and public utility easement per DN 20010059134
    b. Conservation easement per DN 20250016596

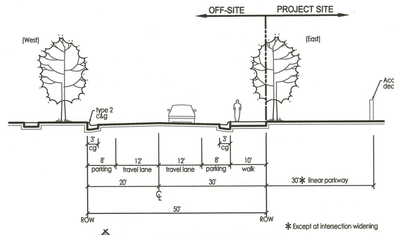
TENTATIVE MAP INFORMATION

PROJECT DESCRIPTION:	Lot 2 of GG maps 92, Placer County, California
APPLICANT:	Lewis Planned Communities 9216 Kiefer Blvd. Ste 4 Sacramento, CA 95826
OWNERS:	Lincoln Land Holdings, LLC 9216 Kiefer Blvd. Ste 4 Sacramento, CA 95826
ENGINEER:	MacKay & Somps Civil Engineers, Inc. 1025 Creekside Ridge Drive, Suite 150 Roseville, CA 95678 916-773-1189
ASSESSOR'S PARCEL NUMBER:	327-380-002
SITE AREA:	12.1 ± AC.
EXISTING USE:	Vacant / Agricultural
PROPOSED USE:	Medium Density Residential
ZONING / LAND USE:	VMDR
LOT SUMMARY:	114 TOTAL LOTS 110: Single-family Residential lots Largest Lot = 7189±SF Smallest Lot = 2,650±SF Average Lot = 3,050±SF 2: Major Paseo 2: Lots Linear Parkway Lot
SERVICE PROVIDERS:	
Park:	City of Lincoln
Fire:	City of Lincoln
Schools:	Western Placer Unified School District
Domestic Water:	City of Lincoln
Reclaimed Water:	City of Lincoln
Sanitary Sewer:	City of Lincoln
Storm Drainage:	City of Lincoln
Electricity:	PG&E
Gas:	PG&E
Voice/Data Communications:	AT&T, Comcast, Wave Broadband

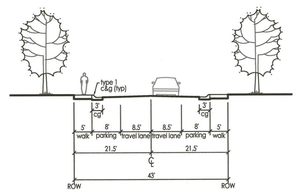
BASIS OF BEARINGS:

The basis of bearings of this survey is N27°06'14"W as shown on the "City of Lincoln ROS #2291" recorded in Book 16 of Surveys, at Page 105, records of Placer County, and was determined from monuments "A855" and "111".

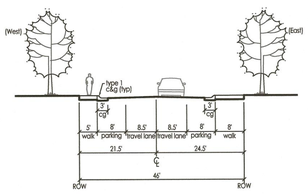




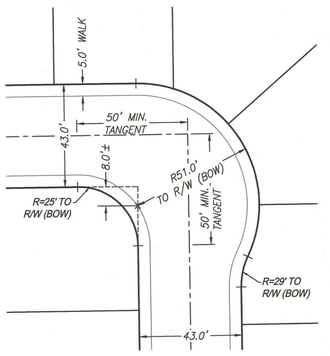
I 50' RIGHT-OF-WAY
SHALLUS BOULEVARD
n.t.s.



J2 43' RIGHT-OF-WAY
RESIDENTIAL STREET
(Parking and Attached Walks Both Sides)
n.t.s.



J3 46' RIGHT-OF-WAY
RESIDENTIAL STREET
(8' Walk On One-Side)
n.t.s.



STANDARDS DEVIATION FOR OFFSET ELBOW
n.t.s.



VESTING TENTATIVE SUBDIVISION MAP

LIBERTY AT LINCOLN - VILLAGE 8

Lincoln, CA

February 26, 2026

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

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RESOLUTION 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE SMALL LOT VESTING TENTATIVE SUBDIVISION MAP FOR THE LIBERTY AT LINCOLN PHASE 1 VILLAGE 8 PROJECT (ASSESSOR'S PARCEL NUMBER 327-380-002-000) (APPLICANT: LEWIS PLANNED COMMUNITIES / PROPERTY OWNER: LINCOLN LAND HOLDINGS, LLC)

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 August 19, 2026, the Planning Commission reviewed and considered the Liberty at Lincoln Phase 1 Village 8 Small Lot Vesting Tentative Subdivision Map (Project), and recommended approval to the City Council; and

WHEREAS, the City of Lincoln has recorded easements on the above referenced property; and

WHEREAS, the easement was not used by the City for the purpose that it was intended for a period of five years prior and can be summarily abandoned under Division 9, Part 3, Chapter 4, Article 1, Section 8333(a) of the California Streets and Highway Code; and

WHEREAS, the abandonment of the easements is necessary in eliminating potential conflicts with the maintenance and management of any private easements associated with the future development of the property; and

WHEREAS, the abandonment is consistent with applicable policies of the City of Lincoln General Plan and can occur in accordance with Section 8333(a) of the California Streets and Highway Code; and

WHEREAS, notices describing the proposed 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, pursuant to the requirements of the California Environmental Quality Act (CEQA) and the Environmental Guidelines of the City of Lincoln, notice is hereby given that the City of Lincoln located at 600 Sixth Street, Lincoln, California has determined that the project is exempt under CEQA Section 15182 (Projects Pursuant to a Specific Plan) for which an Environmental Impact Report (EIR) has been certified. The proposed project qualifies for this exemption as it is consistent with the certified Village 7 Specific Plan EIR (State Clearinghouse

No. 2005062001) and applicable mitigation measures of the Mitigation Monitoring Reporting Plan. Therefore, no further environmental analysis is required; and

WHEREAS, the City Council has reviewed the proposed Small Lot Vesting Tentative Subdivision Map for the 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 Vesting Tentative Subdivision Map for the Liberty at Lincoln Phase 1 Village 8 Project, substantially in the form on file with the Community Development Director, relative to the proposed development of the Liberty at Lincoln Phase 1 Village 8 Project on certain real property consisting of 12.1 acres located in Village 7 (APN 327-380-002-000), which is part of the Village 7 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 Vesting Tentative Subdivision Map for the Project is consistent with the Lincoln General Plan and the Village 7 Specific Plan because the Small Lot Vesting 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 7 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 Project is consistent with the General Plan and Village 7 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 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 Liberty at Lincoln Phase 1 Village 8 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 Project area is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965.

Section 3. The Small Lot Vesting Tentative Subdivision Map for the Liberty at Lincoln Phase 1 Village 8 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 Vesting Tentative Subdivision Map for the Liberty at Lincoln Phase 1 Village 8 Project, attached hereto as Exhibit C, substantially in the form on file with the Community Development Director, subject to the attached exhibits.

PASSED AND ADOPTED this 8th day of September, 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 Vesting Tentative Subdivision Map Conditions of Approval
B. Village 7 Mitigation Monitoring Plan
C. Liberty at Lincoln Phase 1 Village 8 Small Lot Vesting Tentative Subdivision Map Plan Set (Sheets 1 through 3), dated February 26, 2026

The **Liberty at Lincoln (Village 8)** Small Lot Vesting Tentative Subdivision Map, located within the Village 7 Specific Plan in the City of Lincoln, Assessor's Parcel Number 327-380-002-000 is approved subject to the following conditions of approval:

* (Single Asterisk) located in front of the Condition is a Modified Standards Condition
** (Double Asterisk) located in front indicates a New Condition Specific to the **Liberty at Lincoln (Village 8)** Small Lot Vesting Tentative Subdivision Map

Condition	Timing	Responsible Party	Status
GENERAL CONDITIONS			
1. All development within the **Liberty at Lincoln (Village 8)** Small Lot Vesting Tentative Subdivision is subject to compliance with Mitigation Measures contained within Village 7 Specific Plan EIR and Final Supplemental EIR (State Clearinghouse No. 2005062001)	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	Community Development and City Engineer	
4. **The Applicant shall comply with these conditions, in addition to the previously approved Mitigation Measures for the Village 7 Specific Plan EIR and subsequent amendments and all developer obligations given under the approved **Development Agreement by and between the City of Lincoln and Lincoln Land Holdings, LLC** (Recorded as Doc#2013-0099597-00).	General Condition	Community Development	

Condition	Timing	Responsible Party	Status
5. *All improvements required for the **Liberty at Lincoln (Village 8)** Small Lot Vesting 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 consistent with the project Development Agreement 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. ** Prior to City Council approval of any **Liberty at Lincoln (Village 8**) Final Map, the applicant shall design and dedicate offsite infrastructure required for all backbone roadways including Horizon Drive, and required for the installation of all offsite infrastructure associated on a large lot map to the satisfaction of the City Engineer.	Prior to the approval of 1st Final Map	City Engineer	
7. 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 as per Section 2.9.1 *Public Facilities Element Fee Program* of the approved Development Agreement.	General Condition	Support Services	
8. *The **Liberty at Lincoln (Village 8)** Small Lot Vesting Tentative Subdivision Map approval is valid for the terms of the existing Development Agreement (Recorded as Doc#2013-0099597-00). All vesting of Entitlements made by amendments shall be vested for the then remaining duration of the initial term and extension term of the agreement, or the period of time allowed by applicable statute, whichever is longer (Section 1.9.3 of the approved DA).	General Condition	City of Lincoln	
9. **Prior to City Council approval of the Village 8 Final Map, the installation of all offsite improvements needed to serve Village 8 shall be constructed to the satisfaction of the City Engineer.	General Condition	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
DEVELOPMENT STUDIES/MITIGATION			
10. **Applicant shall prepare and submit stamped technical memorandum to address any changes to the previously approved Liberty at Lincoln sewer, water and drainage technical memoranda, to be consistent with the approved Village 7 Plan Area Masterplan Studies and/or addendums approved thereafter to the satisfaction of the City Engineer.	Prior to Improvement Plan approval	Development Engineering	
STORM WATER QUALITY/GRADING/DRAINAGE			
11. ** The applicant shall update the preliminary drainage report to demonstrate that all lots meet the Overland Release criteria.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
12. **Applicant shall comply with the State-mandated City of Lincoln Supplement Trash Control Design Standards to complement the existing West Placer Stormwater Design Manual (Resolution 2021-134).	Prior to Improvement Plan approval	Development Engineering	
13. No disturbed surface or soil shall be left standing through a winter season without erosion control measures, such as re-vegetation of exposed slopes in accordance to the project Construction General permit and per the approved Stormwater Water Pollution Prevention Plans.	Prior to approval of Site Improvement Plans or Grading Permit, whichever occurs first.	City Engineer	

Condition	Timing	Responsible Party	Status
14. 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	
15. *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	
16. *A Stormwater Quality Plan must be reviewed and approved to the satisfaction of the City Engineer. Applicant shall provide maintenance of the storm water quality features (including but not limited to soil amended areas or stormwater quality features or bio retention ponds) and a warranty securing for a two (2) year period after the notice of completion. The maintenance shall include but not be limited to the discharge piping and appurtenances to the public storm drain system, protective metal fencing (if required), planting of the biomaterials, and grading.	Prior to bonding or acceptance of Improvements	Development Engineering and City Engineer	
17. 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
18. *The Liberty Phase 1 Water Quality Maintenance and Operation Plan shall be updated to include Village 8 information including, but not limited to, updates to description of the shed boundary, shed map, exhibits, etc.	Prior to Improvement Plan Approval	Development Engineering, City Engineer, and Public Services	
19. 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 or its phases.	Prior to Acceptance of Improvements or as determined on Improvement Plans	City Engineer	
20. ** The Applicant, if constructing subdivision improvements prior to map recordation, shall submit a performance & payment bonding required under an encroachment permit.	Prior to the recordation of the final map	City Engineer	
21. 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	
22. 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	
UTILITIES			

Condition	Timing	Responsible Party	Status
23. 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	
24. 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 Improvement Std Detail W-10, 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 Works	
25. *The Applicant shall pay for the cost of the City's consultant to perform water modeling to include this Project water system into the City's water model.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
26. *Water tie-in to public water system shall not be allowed unless approved by the City Engineer in writing.	Prior to the recordation of the final map	Development Engineering and City Engineer	
27. 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	
28. 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	

Condition	Timing	Responsible Party	Status
FIRE			
29. 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 approved hydraulic modelling (Fire Flow Results) prior to start of any phase of underground utility construction.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	
30. The final placement of fire hydrants and fire services 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	
PARKS AND TRAILS			
31. The Applicant shall prepare Improvement Plans and construct the dedicated landscape corridors, trails and other open space facilities, consistent with the approved Liberty at Lincoln (Village 8) Small Lot Vesting Tentative Subdivision Map, Village 7 Specific Plan and Village 7 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 trails.	Prior to approval of Improvement Plans and Final Map	Community Development and City Engineer	

Condition	Timing	Responsible Party	Status
32. * The Applicant shall dedicate all open space, linear parkway, landscape corridors, trails as noted on the **Liberty at Lincoln (Village 8)** Small Lot Vesting Tentative Subdivision Map.	Prior to/ concurrently with approval of the first final map	Development Engineering and City Engineer	
LANDSCAPING			
33. *As specified in the Village 7 Specific Plan and GDP, the **Liberty at Lincoln (Village 8)** 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 Plans shall include but not be limited to: 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	
34. 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 7 Plan Area. The residential Landscape Plans shall be subject to review and approval of the Community Development Department	Prior to Final Map Approval	Community Development and City Engineer	
35. Any structure as part of the Civil and Landscape Improvement Plans shall be submitted with Civil Improvement Plans for review.	Prior to approval of Improvement Plans	Community Development and City Engineer	

Condition	Timing	Responsible Party	Status
36. The Applicant shall review options with Community Development staff to minimize visual impacts and monotony in the design of any sound walls. Sound walls should be constructed of masonry and utilize graffiti resistant materials. Wall design and materials shall be subject City's approval and consistent with existing sound walls within Phase 1 of Village 7 Specific Plan Area.	Prior to Improvement Plans and Final Map	Community Development	
LIGHTING/DESIGN			
37. a) A Street Lighting Plan shall be submitted to the City with Improvement Plans prior to construction of each project phase. All public street lights shall be LED and unmetered 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/or to the satisfaction of the City Engineer. b) 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	

Condition	Timing	Responsible Party	Status
IMPROVEMENT PLAN NOTES			
38. 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, as per approved dust control requirements. b. Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks. c. Sweep the adjacent street 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. f. 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
39. A note shall be added to the Grading Plans that states: "Prior to the commencement of grading operations, the contractor shall identify the site 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 Improvement Plans	Development Engineering and City Engineer	
40. A note shall be added to the Improvement Plans: "Construction of 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	
41. 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	
42. 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 434-2450 for disinfection and testing."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
43. 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	
44. 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	
45. A note shall be added to the Improvement Plans: "All construction contractors shall provide a Spill Prevention and Counter Measure Plan describing measures to insure 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			
46. *Applicant shall arrange for the abandonment of existing IOD's and any recorded PUE's as shown and noted on the approved Vesting Tentative Subdivision Map.	Concurrently with the acceptance of Final Map	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
47. Prior to the approval of each Final Map, the Applicant shall enter into a standard City Subdivision Agreement with the City identifying the public improvements, if any, to be constructed with each phase. 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. 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.	Prior to Final Map approval	Community Development, City Engineer	
48. Arrangements shall be made by the Applicant during the review of Final Maps by the City for the abandonment of all existing utility and temporary construction easements or excess 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 easement documents 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	
49. 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	
50. **The Owner shall provide written approval from utility purveyors prior to acceptance of Improvement Plans accepting an 8ft wide public utility easements as shown in the approved **Liberty at Lincoln (Village 8)** Small Lot Vesting Tentative Subdivision Map.	Prior to Improvement Plan & FM approval	City Engineer	

Condition	Timing	Responsible Party	Status
51. 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 Map approval	Development Engineering and City Engineer	
52. The Owner shall provide 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 retention facilities, and traffic signals, except for facilities maintained by a homeowners association (HOA). This funding mechanism may consist of a special tax, assessment district, or endowment, at the City's discretion. If the project is within an existing financing mechanism, such as Benefit Assessment District No. 1 or CFD 2018-1, an expenditure and revenue analysis shall be completed if the number of units or the amount of public improvements to be maintained has changed since preliminary approval. The analysis shall demonstrate that the project will cover the annual maintenance and operation costs of the public improvements. Compliance with this condition shall be subject to the satisfaction of the City Engineer. Annually, costs shall be allocated proportionately among the individual lots in accordance with the benefits received. Annual adjustments to the assessment shall be made in accordance with the Consumer Price Index, plus 3%, as determined by the City, to account for inflation and any actual increases in costs. Annexation into CFD 2018-1 may satisfy this condition.	Prior to Final Map approval	Community Development, Support Services and City Engineer	

Condition	Timing	Responsible Party	Status
53. The Owner shall provide 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, 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	
54. The Applicant shall provide to the Engineering 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	City Engineer	
55. 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 by City Council	Development Engineering and City Engineer	
56. After recordation of the 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	

Condition	Timing	Responsible Party	Status
57. Dedicate rights of way and easements for public improvements, open space and parks lots shown on the Small Lot Final Map(s) and construct those improvements or enter into a public improvement/subdivision 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 with the City Council.	Development Engineering and City Engineer	
PRIOR TO CONSTRUCTION			
58. The Applicant shall apply for and obtain an Encroachment Permit from the City Engineer prior to any work conducted within the existing or proposed public right-of-way.	Prior to beginning construction	City Engineer	
59. Before 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	
60. The Applicant shall consult/notify with the service provider of Gas, telephone, CATV and Electrical System Design Departments at the earliest available opportunity concerning all applicable Development Plans, site improvements, and construction schedules. The project sponsors shall maintain contact with the service provider so that required facilities and easements will be developed in a coordinated manner.	Prior to construction	City Engineer	
61. 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 organization 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	

Condition	Timing	Responsible Party	Status
62. All construction haul routes shall be approved by the City Engineer prior to commencement of any construction activity.	Prior to any construction	City Engineer	
63. 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 give consideration to 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 acceptance of site improvements	Community Development	
DURING CONSTRUCTION			
64. Consistent with the recommendations of a Geotechnical engineer and as approved by the City Engineer, grading should be scheduled to avoid seasonally high groundwater conditions in swale areas.	During Construction	City Engineer	
65. For the **Liberty at Lincoln (Village 8)** Small Lot Vesting Tentative Subdivision Map project, the 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	
66. If during the course of development, it is determined by the Community Development Director that in order to maintain the construction schedule that a contract mitigation monitoring coordinator is needed, the Applicant will fund the full cost of mitigation monitoring related to the project.	During construction	Planning	

Condition	Timing	Responsible Party	Status
67. The Applicant/Contractor shall be responsible for the cleaning of all public streets impacted by **Liberty at Lincoln (Village 8)** Small Lot Vesting Tentative Subdivision Map project construction. The manner and frequency of street cleaning shall be determined by the City Engineer based upon field conditions.	During construction	City Engineer	
68. For potable construction water, flows shall not exceed 500 gpm 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	
69. 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	
70. 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 facility will be subject to the approval of the Community Development Department.	During construction	Building	
PRIOR TO ACCEPTANCE			
71. The Applicant shall be responsible for repairing street damage caused by construction equipment associated with the **Liberty at Lincoln (Village 8)** project to the satisfaction of the City Engineer.	Prior to Acceptance of Improvements	City Engineer	

Condition	Timing	Responsible Party	Status
72. The Applicant, through his/her 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	
73. The project shall be required to underground all existing overhead public utilities within the project limits, if 21Kv or less, as per Municipal Code requirements.	Prior to Acceptance of Improvements	City Engineer	
74. The Applicant shall provide the City with a hard copy of the "As-Built Plans" including in AutoCAD format compatible with the City's mapping acceptable to the City Engineer.	Prior to Acceptance of Improvements	City Engineer	
75. Existing and proposed public facilities and improvements damaged during the course of construction shall be repaired by the Applicant, at their expense, to the satisfaction of the City Engineer.	Prior to Notice of Completion and Acceptance of Improvements	City Engineer	
76. When improvements to public landscape corridors, median islands, and trails are completed to the satisfaction of the City Engineer and Public Services Department, the improved property shall be conveyed by a grant deed to the City, for on-going maintenance, operation, repair and replacement. The Applicant shall be responsible to pay the direct cost associated with the performance of this work. If dedicated to the City, the Applicant shall be responsible for payment of costs until such time as the City begins collecting funds for this work or the cost of doing this work is incorporated into a financing mechanism to fund the costs of this work. City shall accept the IOD in place upon completion of the work.	Prior to the Acceptance of Improvements	City Engineer and Public Services	

Condition	Timing	Responsible Party	Status
77. 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			
78. 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	
79. 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	
80. 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	
81. 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 so as 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 Construction 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
82. The project shall be subject to the payment of Western Placer Unified School District school fees.	Prior to issuance of Building Permits	Building	
83. The Applicant shall pay all applicable fees at time of issuance of the Building Permit subject to the terms of the approved Developer Agreement.	Prior to issuance of Building Permits	Building	
84. The project shall be subject to the Placer County Capital Facilities Impact Fee.	Prior to issuance of Building Permits	Building	
85. The Applicant shall comply with the approved General Plan and Village 7 Development Agreement regarding Park Dedication and Fees, if applicable.	Prior to approval of the First Final Map	Building	
86. 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	
87. 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	

Condition	Timing	Responsible Party	Status
PRIOR TO OCCUPANCY			
88. 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	

VILLAGE 7 SPECIFIC PLAN

Updated Mitigation Monitoring Plan

Introduction

This document provides the updated Mitigation Monitoring Program (MMP) for the Village 7 Specific Plan Project EIR, pursuant to Section 21080.6 of the California Public Resources Code, which requires public agencies to "adopt a reporting and monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." A MMP is required for the Proposed Project because the EIR has identified significant adverse impacts, and mitigation measures have been identified to mitigate those impacts.

The purpose of a MMP is to:

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

The Proposed Project would be subject to all applicable mitigation measures identified in the EIR, including mitigation measures identified in the Initial Study (Appendix A in the Draft EIR), as well as mitigation measures identified in addendums to the EIR.

Table 1 presents the mitigation measures for the Lewis Property portion of the Proposed Project. Mitigation measures for the Village 7 Programmatic Portion are listed in **Table 2**.

The numbering of the individual mitigation measures follows the numbering sequence as found in the EIR and addendums to the EIR. Adoption of the MMP shall occur prior to, or concurrently with, adoption of the Proposed Project for which the program has been developed.

Contents of the MMP

The Components of the updated MMP are addressed briefly below. The MMP as updated in the Lincoln Village 7B Project Addendum includes changes to the previous MMP as published in the Final EIR and as amended in 2024. New text as a result of the Village 7B Addendum is indicated in <u>double underline</u> and text to be deleted is reflected by a ~~strike through~~.

Impact and Mitigation Measures: The impacts are summarized from the Draft EIR, Initial Study (IS) checklist (Appendix A in the Draft EIR), Final EIR, the 2024 Lincoln Village 7 Addendum, and the Village 7B Project Addendum The mitigation measures are taken verbatim from the EIR, IS, previous addendums to the EIR, and the Village 7B Addendum.

Monitoring and Enforcement Action: For every mitigation measure, one or more actions are described. These are the heart of the MMP, as they delineate the means for implementing EIR measures and, in many cases, the criteria for determining whether a measure has been implemented.

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

TABLE 1
VILLAGE 7 SPECIFIC PLAN PROJECT – LEWIS PROPERTY MITIGATION MONITORING PROGRAM

Impact	Mitigation Measures – Lewis Property	Responsible Entity	Timing / Milestones	Monitoring and Enforcement Responsibility
4.1 Land Use and Agricultural Resources				
4.1-1 The Proposed Project could result in internal land use incompatibilities.	**4.1-1(A)**			
	a) The applicant shall construct fencing and post signs that incorporate Section 12.20.80 of the Lincoln Municipal Code and Section 602.8 of the California Penal Code to inform the public of sensitive wetland/wildlife areas near the open space areas and in the Orchard Creek Wetlands Preserve that borders the Lewis Property on the south and at other wetland/wildlife areas within the open space areas at the Lewis Property.	Applicant	O	DSD
	b) The applicant shall design its specific project to comply with all setback and buffer requirements required by any Clean Water Act Section 404 permits, incidental take permits and Streambed Alteration Agreements.	Applicant	G	DSD Corps. CDFG
	c) Notify homebuyers of the presence of sensitive wetland/wildlife areas within the open space areas.	Applicant	O	DSD
4.1-2 The Proposed Project could result in land use incompatibilities with adjacent land uses.	**4.1-2(A)**			
	b) The applicant shall provide to home buyers within the Proposed Project information about 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.	Applicant	O	DSD
	c) Record disclosures concerning all residential properties within the C1 Zone and D Zone regarding noise and safety issues as required by the Placer County Airport Land Use Compatibility Plan and California Business and Professions Code section 11010 and California Civil Code sections 1102.6, 1103.4, and 1353.	Applicant	I	DSD

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4.3 Transportation and Circulation				
4.3-5 The Proposed Project would worsen to an unacceptable level or further worsen already unacceptable operations at three locations on SR 65 south of Lincoln under existing plus project conditions.	**4.3-5** *Prior to the issuance of Building Permits for the Proposed Project, the project applicants or their successors shall pay the applicable South Placer Regional Transportation Authority Fee, which will help fund the widening of SR 65 to six lanes.*	Applicant	B	DSD
4.3-6 The Proposed Project would add significant levels of traffic to Moore Road between the project site and Fiddyment Road, and to Fiddyment Road from Moore Road to the south City limits, which are not constructed to current design standards.	**4.3-6** *The project applicants or their successors shall pay a fair share of the cost to upgrade Moore Road between Fiddyment Road and the western project boundary, and Fiddyment Road from Moore Road to the south City limits, to current City of Lincoln design standards for a two-lane arterial. The City may add this road improvement to the Public Facilities Element (PFE), with PFE credits being given to the constructing party. Alternatively, the City may require the project applicants or their successors to construct the improvements and provide them with a right of reimbursement from third parties who also benefit from the improvements. The timing of the fair share payment or construction shall be as specified in the development agreement(s) between City and project applicants, but the required timing will be concurrent with the development of the threshold triggering use.*	Applicant	B	DSD
4.3-13 The Proposed Project would worsen to an unacceptable level or further worsen cumulatively unacceptable operations (to a significant degree) on roadway segments within Placer County.	**4.3-13** *Prior to the issuance of Building Permits at the Proposed Project, the project applicants or their successors shall pay a fair-share of the cost to improve the five Placer County roadway segments significantly impacted by the Proposed Project, provided that either the Placer County Traffic Mitigation fee program is modified and/or a regional funding mechanism is in place to include improvements to these roadways.*	Applicant	B	DSD

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4.3-14 The Proposed Project would worsen cumulatively unacceptable operations (to a significant degree) on State Route 193 and State Route 65 through Placer County, Rocklin, and Roseville.	**4.3-14** *The project applicants or their successors shall pay SPRTA Fees to help widen SR 65 to six lanes, and pay a fair-share of the cost to make improvements to segments of SR 193 significantly impacted by the Proposed Project if a regional funding mechanism and roadway improvement plan for SR 193 are adopted prior to issuance of Building Permits at the Proposed Project.*	Applicant	B	DSD
4.4 Air Quality				
4.4-1 Grading and other earth-disturbing activities associated with the Proposed Project would generate emissions of PM_{10} and $PM_{2.5}$.	**4.4-1(A)** The following mitigation measures shall be implemented by the applicant during all grading activities: • *The applicant shall submit to the City of Lincoln, as the lead agency, and receive approval of a Construction Emission/Dust Control Plan prior to issuance of a grading permit. This plan must address the minimum Administrative Requirements found in section 300 and 400 of District Rule 228, Fugitive Dust. The applicant shall have a pre-construction meeting for grading activities for 20 or more acres to discuss the construction emission/dust control plan with employees and/or contractors and the District is to be invited. The applicant shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations. An applicant representative, certified by CARB to perform Visible Emissions Evaluations (VEE), shall routinely evaluate compliance to Rule 228, Fugitive Dust. This requirement for a VEE is for projects grading 20 or more acres regardless of how many acres are to be disturbed daily. It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas they shall be controlled as to not exceed District Rule 228 Fugitive Dust limitations.* • *Apply water to control dust as needed to prevent dust impacts offsite. Operational water truck(s) shall be onsite, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.*	Applicant Applicant	G C	PSD PCAPCD PSD PCAPCD

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	• *Apply approved chemical soil stabilizers, vegetative mats, or other appropriate best management practices to manufacturers specifications, to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).*	Applicant	C	PSD PCAPCD
	• *Spread soil binders on unpaved roads and employee/equipment parking areas and wet broom or wash streets if silt is carried over to adjacent public thoroughfares.*	Applicant	C	PSD PCAPCD
	• *Install wheel washers or wash all trucks and equipment leaving the site.*	Applicant	C	PSD PCAPCD
	• *Vegetation materials removed from the site during construction shall not be burned in the open. Vegetative material should be delivered to a green waste recycling facility.*	Applicant	C	PSD PCAPCD
	• *Active grading sites shall be watered at least twice daily.*	Applicant	C	PSD PCAPCD
	• *A traffic speed limit of 15 miles per hours shall be posted and enforced on all unpaved construction roads.*	Applicant	C	PSD PCAPCD
	• *All excavating and grading activities shall be suspended when wind speeds (as instantaneous gusts) exceed 25 miles per hour and dust is transported onto adjacent developed properties.*	Applicant	C	PSD PCAPCD
4.4-2 Construction activities associated with the Proposed Project would generate emissions of criteria air pollutants ROG and NOx that would exceed PCAPCD thresholds.	**4.4-2(A)** During all phases of construction, the project applicant shall ensure that the following mitigation measures are implemented: • *During second stage smog alerts (0.350 ppm of ozone), the construction day shall be shortened and the number of vehicles and equipment operating at the same time shall be reduced.*	Applicant	C	PSD PCAPCD
	• *Construction equipment operators shall shut off equipment when not in use to avoid unnecessary idling. Vehicle idling shall be kept below five consecutive minutes in accordance with Lincoln Municipal Code Section 10.14 requirements.*	Applicant	C	PSD PCAPCD
	• *Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified and the equipment must*	Applicant	C	PSD PCAPCD

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Impact	Mitigation Measures – Lewis Property	Responsible Entity	Timing / Milestones	Monitoring and Enforcement Responsibility
	be repaired within 72 hours. An applicant representative, certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement for projects grading more than 20 acres in size regardless in how many acres are to be disturbed daily. Contractors can access the PCAPCD or Sacramento Metropolitan Air Quality Management District's web site to determine if their off-road fleet meets the requirements listed in this measure. • *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 foreman. 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, aftertreatment products, and/or other options as they become available.* • *The following measure shall be incorporated into construction bid documents: All applicable pieces (at a minimum three pieces) of diesel equipment used on the site during the demolition, earthmoving and clearing stages of construction shall be fitted with a level 3 California Air Resources Board verified diesel emission control system. All off-road and onroad construction equipment shall use a B20 biodiesel blend. Prior to the issuance of a demolition or grading permit, the construction contractor and/or applicant shall submit to the PCAPCD and the City a certified list of the non-road diesel powered construction equipment that will be retrofitted with emission control devices or that will use Clean Fuels. The Clean Fuels shall consist of low*	Applicant Applicant	G G	PSD PCAPCD DSD PCAPCD

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	NOx and PM10 emission diesel fuel that (1) can be used without engine modification, (2) is certified to provide a minimum emissions reduction of 30 percent PM10 and 10 percent NOx when compared to No. 2 Diesel Fuel, and (3) is included on the CARB Verification List. The list shall include (1) the equipment number, type, make, and contractor/sub-contractor name; (2) the emission control device make, model and EPA or CARB verification number; and/or (3) the type and source of fuel to be used. If any diesel powered non-road construction equipment is found to be in non-compliance with this specification, the contractor will be issued a Notice of Non-Compliance and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. For each piece of diesel powered non-road construction equipment that will not be retrofitted or use Clean Fuels, the project applicant shall provide an explanation detailing why such measures are not employed.			
4.4-3 Operation of the Proposed Project would generate emissions of criteria pollutants.	**4.4-3(A)** The project applicant shall implement the following mitigation measures: • *The conditions of approval and the covenants, conditions, and restrictions (CC&Rs) for the project shall explicitly prohibit the installation of wood-burning stoves and wood-burning fireplaces within the Lewis Property portion of the Specific Plan area. Only natural gas or propane fireplace stoves and fireplaces are permitted in single-family residential units. No natural gas or propane fireplaces stoves or fireplaces shall be installed in multi-family residential units. Prior to the issuance of occupancy permits, the applicant must provide written proof of compliance with this measure to the City and PCAPCD.* • *Only Energy Star-labeled (or equivalent) refrigerators, clothes washers, and dishwashers shall be installed in multi-family dwelling units, and Energy Star labeled (or equivalent) dishwashers shall be installed in single-family dwelling units.* • *The project applicant shall participate in the PCAPCD off-site mitigation program for post mitigated emissions that exceed PCAPCD thresholds. Off-site mitigation strategies include retrofitting*	Applicant Applicant Applicant	I B B	DSD DSD PCAPCD

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	existing on-road heavy-duty vehicles/equipment with cleaner burning engines, retrofitting or purchasing new low emission agriculture pumps, transit vehicles, and CNG fueling infrastructure. To participate in the off-site mitigation program, the applicant shall pay into the PCAPCD off-site mitigation program, included in Appendix D in this Draft EIR, in consultation with PCAPCD.			
4.4-5 Project occupants could be exposed to intermittent odors from the City of Lincoln Wastewater Treatment and Reclamation Facility (WWTRF), Western Regional Sanitary Landfill (WRSL) Material Recovery Facility (MRF), or nearby agricultural operations.	**4.4-5(A)** *Record perpetual notices for all lots within the Village 7 Specific Plan indicating that odors from the Lincoln WWTRF, WRSL, and agricultural operations could occur, and provide copies of this notice to all buyers of these properties.*	Applicant	I	DSD
4.4-7 Construction of the Proposed Project would add to cumulative emissions of PM_{10} and $PM_{2.5}$.	**4.4-7(A)** *Implement Mitigation Measure 4.4-1.*	See Mitigation Measure 4.4-1.	See Mitigation Measure 4.4-1.	See Mitigation Measure 4.4-1.
4.4-8 Construction of the Proposed Project would generate emissions of ozone precursors that could combine with other precursor emissions and temporarily increase ozone levels in the region.	**4.4-8(A)** *Implement Mitigation Measure 4.4-2.*	See Mitigation Measure 4.4-2.	See Mitigation Measure 4.4-2.	See Mitigation Measure 4.4-2.

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4.4-9 The Proposed Project's operational emissions of criteria air pollutants would add to cumulative emissions, which would result in a net increase of ozone precursor emissions that could obstruct implementation of the local air quality plan.	**4.4-9(A)** *Implement Mitigation Measure 4.4-3.*	See Mitigation Measure 4.4-3.	See Mitigation Measure 4.4-3.	See Mitigation Measure 4.4-3.
4.4-11 The Proposed Project, in addition to other area odor sources, would not expose sensitive receptors to odors that could be cumulatively considerable.	**4.4-11(A)** *Implement Mitigation Measure 4.4-5.*	See Mitigation Measure 4.4-5.	See Mitigation Measure 4.4-5.	See Mitigation Measure 4.4-3.
4.5 Noise				
4.5-1 Construction of the Proposed Project would temporarily increase ambient noise levels.	**4.5-1(A)** The City shall ensure construction contractors comply with the following: • *Construction hours shall be limited to 7am to 5pm Monday through Friday and on Saturdays from 8am to 4pm, with no construction on Sundays and holidays (unless extended by a special permit).* • *All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have manufacturer-installed mufflers.* • *Equipment warm up areas, water tanks, and equipment storage areas shall be located in an area as far away from existing residences as is feasible.* • *Construction equipment operators shall shut off equipment when not in use to avoid unnecessary idling. Vehicle idling shall be kept below five consecutive minutes in accordance with Lincoln Municipal Code Section 10.14 requirements.*	Applicant	C	PSD

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4.5-5 Construction of the Proposed Project would temporarily add to cumulative noise levels in the vicinity of the Proposed Project site.	**4.5-5(A)** *Implement Mitigation Measure 4.5-1.*	See Mitigation Measure 4.5-1.	See Mitigation Measure 4.5-1.	See Mitigation Measure 4.5-1.
4.6 Hazardous Materials and Public Safety				
4.6-1 Construction of the Proposed Project could result in the generation or exposure of hazardous materials that could create a health or safety hazard to workers, the public, or the environment.	**4.6-1(A)** *a) Prior to demolition of existing on-site structures and/or development of the Lewis Property, the project applicant shall implement all recommendations from the Phase I EA completed by GeoTrans, Inc. Specifically, the project applicant shall:* • *Contact and coordinate with the PCEHS and/or the local air management district to determine if asbestos sampling and abatement is required prior to demolition of the onsite structures. If such a survey is required, all soils surrounding the existing and former structures shall be sampled for residual fragments of lead-based paint, as well.* • *Prior to the development of the property, the project applicant shall abandon all domestic and irrigation wells in accordance with state and local requirements.* • *The project applicant shall remove and properly dispose of, or recycle, all petroleum chemicals and hazardous materials from the property.* • *The project applicant shall remove the concrete, tires, and wood debris from the on-site dumping areas. The soils beneath the debris shall be observed for stains or discoloration.* *b) If evidence of contamination is found, construction activities shall cease and an environmental professional shall assess the situation. If necessary, the environmental professional shall prepare a sampling plan to collect soil and/or groundwater samples to determine whether or not the site has been adversely affected by past activities. The samples shall be analyzed for the contaminants determined to be a potential health concern by the environmental professional. Depending on the nature of the contamination (if any), the PCEHS shall be contacted for further direction, which could include further investigation or remediation.*	Applicant Applicant	G C	DSD PSD PCEHS PSD PCEHS

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4.6-2 Construction of the Proposed Project could create a health hazard to workers, the public, and the environment due to previously unidentified contaminated soil and groundwater.	**4.6-2(A)** *If, during construction activities, evidence of hazardous materials contamination is observed or suspected (i.e., stained or odorous soil, or oily or discolored water), construction activities shall cease and an environmental professional shall assess the situation. If necessary, the environmental professional shall prepare a sampling plan to collect soil and/or groundwater samples to determine whether or not the site has been adversely affected by past activities. The samples shall be analyzed for the contaminants determined to be a potential health concern by the environmental professional. Depending on the nature of the contamination (if any), the PCEHS shall be contacted for further direction, which could include further investigation or remediation.*	Applicant	C	PSD PCEHS
4.7 Hydrology and Water Quality				
4.7-2 Development of the Proposed Project would increase the amount (volume) of stormwater runoff discharged to Ingram Slough and Orchard Creek.	**4.7-2(A)** *Prior to final map approval, the Applicant shall identify 78.0 acre-feet of storage capacity in the watershed to accommodate increased stormwater runoff volumes associated with the Lewis Property. Storage capacity shall be obtained at the existing Stormwater Retention Facility (SWRF) and/or the approved Lakeview Farms Volumetric Mitigation Facility.* *AND* *The Applicant shall be required to cover its fair share of costs associated with construction, operation, and maintenance, and management of the regional retention facilities to offset increased stormwater volume generated by the Lewis Property. Assuming the regional facility has been constructed, Applicant shall pay the appropriate fees prior to final map approval.* *If at the time the final map is approved, the regional facilities are not available or operational, or if additional capacity is required, the Applicant shall create on-site storage capacity, or through a combination of on-site and off-site*	Applicant	I	DSD

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	capacity to fully mitigate the 78.0 acre-feet. If off-site facilities are used, The Applicant shall be required to cover its fair share of costs associated with construction, operation, and maintenance, and management of the regional retention facilities to offset increased stormwater volume generated by the Lewis Property. Assuming the regional facility has been constructed, Applicant shall pay the appropriate fees prior to final map approval.			
4.7-4 Implementation of the Proposed Project would increase the types and amounts of pollutants in stormwater runoff that could be discharged to Ingram Slough, which could affect water quality.	**4.7-4(A)**			
	a) Project Conditions of Approval shall specify that appropriate Best Management Practices (BMPs) be incorporated into project design 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.	City	City	City
	b) The proposed water quality facilities shall be identified and designed in a Stormwater 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 Stormwater Management Plan shall be constructed with the installation of the infrastructure.	Applicant	G	PSD DSD
	c) The Stormwater 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.	Applicant/City	G	PSD DSD
	d) 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.	Applicant	G, C	PSD DSD

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	e) All BMPs for water quality protection, source control, and treatment control shall be developed in accordance with the California Stormwater Quality Association Stormwater Best Management Practice Handbook for Construction and New Development/Redevelopment (or other similar source approved by the CVRWQCB, County, and 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.	Applicant	G	PSD DSD
	f) Stormwater runoff from the Proposed Project's impervious surfaces (including roads) shall be collected and routed through specially designed water quality treatment facilities (BMPs) for removal of pollutants of concern (i.e. sediment, oil/grease, etc.), as approved by the City. The applicant shall verify that proposed BMPs are appropriate to treat the pollutants of concern from the Proposed Project and shall provide for the establishment of vegetation, where specified, by means of proper irrigation, for effective performance of BMPs.	Applicant	G	PSD DSD
	Prior to Final Map approval, easements shall be created and offered for dedication to the City for maintenance and access to these facilities in anticipation of possible City maintenance. No water quality facility construction shall be permitted within any identified wetlands area, floodplain, or right-of-way, except as authorized by project approvals.	Applicant	I	PSD DSD
4.7-6 The Proposed Project, in combination with other development within the watershed, could contribute to an increase in stormwater peak flows and volumes.	**4.7-6(A)** *Implement Mitigation Measure 4.7-2.*	See Mitigation Measure 4.7-2.	See Mitigation Measure 4.7-2.	See Mitigation Measure 4.7-2.

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4.7-8 The Proposed Project, in combination with other development within the watershed, would contribute urban pollutants to receiving waters, which could adversely affect water quality.	**4.7-8(A)** *Implement Mitigation Measures 4.7-4(a) through (f).*	See Mitigation Measure 4.7-4.	See Mitigation Measure 4.7-4.	See Mitigation Measure 4.7-4.
4.8 Biological Resources				
4.8-3 The Proposed Project could result in the loss and/or degradation of rare plant populations.	**4.8-3(A)** *a) The project applicant shall retain a qualified biologist to conduct focused surveys within the project site for special-status plant species including but not limited to big-scale balsamroot, Boggs Lake hedge-hyssop, dwarf downingia, legenere, Sacramento orcutt grass, and Sanford's arrowhead 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.*	Applicant	G	DSD CDFW

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	b) If Boggs Lake hedge-hyssop or Sacramento orcutt grass is located during the surveys in areas that cannot be avoided, the project applicant shall consult with CDFG to obtain a management permit, under Section 2081 of the California Fish and Game Code. Mitigation can be accomplished either in the onsite mitigation preserve area, or at an approved offsite mitigation bank. The ratio of mitigation credits will be determined during this consultation, and can be conducted concurrently with Mitigation Measure 4.8-2(B) subsections (c), (d), and (e). *c) 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 4.8-2(B) subsections (c), (d), and (e), with the addition of soil/seed bank salvage, for use in created wetlands in mitigation areas.* *d) If any special-status upland plant species including, but not limited to big-scale balsamroot, or wetland species such as Sanford's arrowhead are located during the surveys, the project applicant shall comply with adopted CDFG Guidelines.*			
4.8-4 The Proposed Project could result in the loss and/or degradation of western pond turtles and its habitat.	**4.8-4(A)** *a) Prior to project construction, the project applicant and/or developer shall retain a qualified biologist to conduct preconstruction surveys of suitable habitat within the project site within 30 days prior to project construction to ensure no western pond turtles have established territories. If ground-*	Applicant	G C	DSD CDFW PSD

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	disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be re-surveyed. *b) If individual western pond turtles are discovered during the survey on the project site, or immediately adjacent area, the project applicant or their agent shall initiate consultation with the CDFG to formulate and implement minimization measures, which could include capture and relocation of individuals found on-site.* *c) If surveys identify the presence of western pond turtles on site, the project applicant shall implement mitigation measures required by the California Department of Fish and Game at the time of the consultation.* **Mitigation Measure Biological Resources – 1 (2024)** *If compensatory mitigation is required for unavoidable loss of habitat types covered under the Placer County Conservation Program, the project applicant shall complete all required actions and pay all required fees necessary for mitigation of project impacts to covered habitat through the PCCP, at the replacement ratios required by the PCCP for each covered habitat type. The City of Lincoln shall identify project-specific conditions that will apply and calculate the required fees, mitigation/conservation bank credit payments, and/or in-lieu dedication requirements.*	Applicant	G C	DSD PSD
4.8-5 The Proposed Project could result in the direct loss or disturbance of nesting migratory birds, including raptors (birds-of-prey).	**4.8-5(A)** *a) If construction is to occur between March 15 through August 30, the project applicant, in consultation with the City of Lincoln and CDFG, shall conduct a preconstruction breeding season survey of the project site within 30 days of when construction is planned to begin. The survey shall be conducted by a qualified biologist (who is also knowledgeable about the California black rail) to determine if any protected raptors or migratory birds (including, but not limited to the California black rail) are nesting on or directly adjacent to the project site.*	Applicant	G C	DSD CDFW PSD

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	b) 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 shall be provided to the City. *c) A map showing the location(s) of any protected raptor or migratory bird nests observed on the project site shall be provided to the City.* *d) 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 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.* **Mitigation Measure Biological Resources – 1 (2024)** *If compensatory mitigation is required for unavoidable loss of habitat types covered under the Placer County Conservation Program, the project applicant shall complete all required actions and pay all required fees necessary for mitigation of project impacts to covered habitat through the PCCP, at the replacement ratios required by the PCCP for each covered habitat type. The City of Lincoln shall identify project-specific conditions that will apply and calculate the required fees, mitigation/conservation bank credit payments, and/or in-lieu dedication requirements.*	Applicant	G C	DSD PSD
4.8-6 The Proposed Project could result in the loss of foraging habitat for Swainson's hawk, white tailed kite, burrowing owl and other raptors.	**4.8-6(A)** *The project applicant shall ensure that at least an appropriate number of acres (as approved by the City and CDFG) of annual grasslands or other suitable raptor foraging habitat are preserved based upon project impacts of 363 acres (0.75:1 ratio). Preservation may occur through either:*	Applicant	G	DSD CDFW

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	a) Payment of a mitigation fee to the City of Lincoln through a negotiated agreement between the City, the project applicant, and CDFG. The monies will be held in a trust fund, and used to preserve mitigation land through the purchase, monitoring, maintenance, and remediation of lands that support suitable raptor foraging habitat (consistent with CDFG guidelines); or *b) Purchase of conservation easements or fee title to suitable raptor foraging habitat to protect the habitat from urban development; or* *c) Participate in Placer County Natural Community Conservation Plan/Habitat Conservation Plan, once adopted.* **Mitigation Measure Biological Resources – 1 (2024)** *If compensatory mitigation is required for unavoidable loss of habitat types covered under the Placer County Conservation Program, the project applicant shall complete all required actions and pay all required fees necessary for mitigation of project impacts to covered habitat through the PCCP, at the replacement ratios required by the PCCP for each covered habitat type. The City of Lincoln shall identify project-specific conditions that will apply and calculate the required fees, mitigation/conservation bank credit payments, and/or in-lieu dedication requirements.*	Applicant	G C	DSD PSD
4.8-7 The Proposed Project could result in loss of nesting habitat for tri-colored blackbird.	**4.8-7(A)** *a) The project applicant shall retain a qualified biologist to conduct pre-construction nesting surveys for tri-colored blackbird colonies within the project site and off-site areas proposed for infrastructure development. The survey should 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.* *b) 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*	Applicant	G C	DSD CDFW PSD

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	or establishing a buffer around the nest site. 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 nondisturbance 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.			
4.8-8 The Proposed Project would result in the modification to stream corridors, disrupting the associated habitat.	**4.8-8(A)** *In addition to pre-construction surveys for special status species, as described in Mitigation Measures 4.8-3, 4.8-4, and 4.8-7, the project applicant shall obtain all necessary permits to alter Ingram Slough, including a CDFG Streambed Alteration Agreement, a Corps Section 404 permit, a Regional Water Quality Control Board Section 401 Permit and a SWPPP and any FESA/CESA take permits, should special-status species be identified.* **Mitigation Measure Biological Resources – 1 (2024)** *If compensatory mitigation is required for unavoidable loss of habitat types covered under the Placer County Conservation Program, the project applicant shall complete all required actions and pay all required fees necessary for mitigation of project impacts to covered habitat through the PCCP, at the replacement ratios required by the PCCP for each covered habitat type. The City of Lincoln shall identify project-specific conditions that will apply and calculate the required fees, mitigation/conservation bank credit payments, and/or in-lieu dedication requirements.*	Applicant Applicant	G G C	DSD CDFW Corps RWQCB DSD PSD
4.8-10 Construction of the Proposed Project, in combination with other development in the County, could contribute to the cumulative loss of native plant communities, wildlife habitat values, special-status species and their potential habitat, and wetland resources in the region.	**4.8-10(A)** *Implement Mitigation Measures 4.8-1 through 4.8-9.*	See Mitigation Measures 4.8-1 through 4.8-9.	See Mitigation Measures 4.8-1 through 4.8-9.	See Mitigation Measures 4.8-1 through 4.8-9.

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4.9 Public Utilities				
4.9-17 The Proposed Project would increase the demand on water supplies. Existing and planned water supplies would be sufficient to meet the demands of the Proposed Project in addition to the City of Lincoln's existing and planned future uses, but the existing entitlements are not sufficient.	**4.9-17(A)** *Prior to recordation of a Final Map, 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.*	City of Lincoln	I	DSD
4.9-19 The Proposed Project, in combination with buildout of project's in the City of Lincoln, would increase the demand on PCWA water supplies.	**4.9-19(A)** *Implement Mitigation Measure 4.9-17 (obtain entitlements prior to Final Map recordation).*	See Mitigation Measure 4.9-17.	See Mitigation Measure 4.9-17.	See Mitigation Measure 4.9-17.

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4.10 Visual Resources				
4.10-2 Development of the Proposed Project would increase glare and lighting in the project vicinity.	**4.10-2(A)** *All light standards shall be shielded and directed such that adjacent properties are not illuminated.*	Applicant	G, C	DSD
4.11 Climate Change				
4.11-1 Development of the Proposed Project could potentially result in a cumulatively considerable incremental contribution to the significant cumulative impact of global climate change.	**4.11-1(A)** *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 (1) 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 either:* *(i) 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.* *OR* *(ii) Participation in the New Solar Homes Partnership (NSHP) Performance Method. This method is available to builders of single-family homes that*	Applicant	I	DSD

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	are at least 15 percent more efficient than required by the 2008 Title 24 energy efficiency regulations and meet all US EPA specifications. *OR* *(ii) Participation in the Build It Green Program, which was created by Build It Green, a nonprofit organization whose mission is to promote health, durable, energy and resource efficient buildings throughout California. Using the Green Point Checklist, a home can be considered green if it fulfills the prerequisites and earns at least 50 points and meets the minimum points per category: Energy (30 points); Indoor Air Quality (5 points); Resources (6 points); and Water (9 points). Build It Green uses certified Green Point Raters to measure success with the program and verification of the measures employed to meet the requirements of the checklist.*			
	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.	Applicant	O	DSD
	c) Installation of Light Emitting Diode (LED) traffic signals and LED street lights shall be required at the Lewis Property and be constructed in accordance with City improvement standards or as otherwise approved by the Development Services Director.	Applicant	C	DSD
	d) The project applicant shall ensure that a tree planting program at the Lewis Property, approved by the City of Lincoln staff, provides the following: ***Streets:*** *Residential collector streets: 1 tree per 35 linear ft*	Applicant	C	DSD

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	Primary residential street: *1 tree per 35 linear ft* *Major and minor paseos:* *1 tree per 25 ft.* *Ferrari Ranch Road:* *551 trees within the Lewis Property boundaries* *Moore Road:* *928 trees within the Lewis Property boundaries* *Central Blvd:* *1,471 trees within the Lewis Property boundaries* ***Residential Units:*** *LDR units:* *1 front yard tree* *Village Country Estate (VCE) units:* *2 front yard trees* *MDR units:* *1 front yard tree. Some MDR units may not have front yards; however, where the front of an MDR lot is on a paseo, trees will be spaced 25 ft on center along the paseo. The exact number of trees to be planted in MDR developments will be determined during the City's design review process by the City and project applicant with the goal of having one front yard or back yard tree for each residential unit.* *HDR units:* *Average of 40 trees per acre* ***Open Space Areas:*** *Mini parks 27 trees per acre Community parks 27 trees per acre Neighborhood parks 27 trees per acre* ***School & VMU:*** *VMU:* *10 trees per acre* *School:* *15 trees per acre* *Commercial:* *Sufficient trees to provide 50% tree shading within 15 years in commercial and retail parking lots, consistent with General Plan policy OSC-3.10.*			

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	NOTE: The number of trees specified above is an approximate number and will be subject to adjustment for physical constraints resulting from the actual location of physical improvements (both above ground and underground) and public safety considerations, such as the need to preserve vehicle operator sight distances at all roadway intersections.			
	e) Pursuant to the City's new 2050 General Plan, and specifically under the Energy Resources section, Goal OSC-3, "Encourage energy conservation in new and existing developments throughout the City," to address Policy OSC 3.9, "Shade Tree Planting," the project applicant shall be responsible for having prepared, by an experienced and qualified firm, or by an organization such as the Sacramento Tree Foundation, a tree information planting and care guide. The planting and care guide will be delivered to each original homeowner as a part of the move in package. The planting and care guide shall be reviewed by, and be subject to the approval of, City of Lincoln staff.	Applicant	O	DSD
	f) The City shall require that energy efficient lighting fixtures, including fluorescent lights, be installed as part of the original construction of residential and commercial structures within the plan area.	Applicant	B	DSD
	g) The City shall require light-colored roofing materials with a solar reflective value and thermal emittance value of 0.25 or better on all residential and commercial buildings.	Applicant	B	DSD
	h) Pursuant to the City's new 2050 General Plan, and specifically under the Energy Resources section, Goal OSC-3, "Encourage energy conservation in new and existing developments throughout the City," the City shall be responsible pursuant to Policy OSC 3.14, "Early Planning for Energy Efficiency," for developing a program whereby energy planners and energy efficiency specialists will be included in pre-application discussions with a developer or builder to help identify the potential for inclusion of solar orientation and other energy efficient systems into the land plan and building practices.	Applicant	Pre-application	DSD

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	i) Implement all mitigation measures identified in Section 4.4, Air Quality.	See Section 4.4	See Section 4.4	See Section 4.4
	j) Implement Mitigation Measure 4.7-4 (Urban Stormwater Pollutants) in Section 4.7, Hydrology and Water Quality.	See Mitigation Measure 4.7-4	See Mitigation Measure 4.7-4	See Mitigation Measure 4.7-4
	k) New commercial buildings (except schools) shall be 15 percent more energy efficient than the 2008 Title 24 building standards based on annual energy usage.	Applicant	B	DSD
	l) The roadway system shall be designed to accommodate the usage of neighborhood electric vehicles (NEVs).	Applicant	G	DSD
	m) Provide bus turnouts and transit shelters on roadways that are to be served by bus transit in the future in accordance with City improvement standards and as otherwise directed by City's Development Services Director.	Applicant	G	DSD
	n) Water used during construction shall be reclaimed water.	Applicant	C	PSD
Initial Study Mitigation Measures				
Building height in air safety zone	**Hazards and Hazardous Materials Mitigation Measure 1** *The project developer shall request an airspace review for any building over 150 feet tall.*	Applicant	B	DSD
Historical/archaeological resources	**Cultural Resources Mitigation Measure 2** *The project proponent shall provide proof to the City that no structures on-site are over 50 years old. If structures on-site are discovered to be 50 years old or older, or the age cannot be determined, a qualified professional shall be hired by the project proponent to evaluate the structures for historical significance and provide mitigation measures, if needed. Compliance with mitigation measures shall be demonstrated to the City prior to construction activities. All reports shall be filed with the appropriate CHRIS Information Center.*	Applicant	G	DSD

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	Cultural Resources Mitigation Measure 3 a) *Prior to any ground-disturbing activities, the consulting tribe(s) shall evaluate the resource identified as UAIC THRIS 201608/CHRIS # P-31-2924 to determine if the resource is in an area that would be disturbed by project construction, which may include a site visit. If the consulting tribe(s) identify that the resource is significant and has the potential to be disturbed during project construction, the open space improvements shall be designed to avoid and preserve the resource. The City shall provide the tribe(s) the opportunity to survey for any additional tribal cultural resources, prior to any ground disturbing activities, and provide recommendations for avoidance and protection of the resources.* *The City shall consult with the geographically and culturally affiliated tribe(s) regarding protection measures to be implemented. The protection measures shall be written in clear, enforceable language. The City shall provide the tribe(s) the opportunity to submit comments and participate in consultation regarding the protection measures. The project applicant shall not implement the protection measures until the tribe(s) approval of such, or, if an agreement cannot be reached after a good-faith and reasonable effort, the City determines that any or all feasible measures have been implemented, and the resource is avoided and protected. The project applicant shall hire a certified tribal monitor to observe all initial ground-disturbing activities (e.g., initial grading and trenching) in the area determined by the consulting Tribe to be culturally sensitive. Additional tribal monitoring of ground-disturbing activities may be required, based on the sensitivity of the area.*	Applicant	C	PSD

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	b) In the event any historic surface or subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, shell, obsidian, mortars, or human remains, are uncovered during construction, work within 100 feet of the find shall cease and the City of Lincoln (the City) shall be notified. The project applicant shall consult with a qualified archaeologist , the consulting tribe(s), and the City to determine if the resource is significant. If the find is determined to be of significance, (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), 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 be 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.			

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	c) If human bone or bone of unknown origin is found during construction, all work shall stop within 100 feet of the find and the City of Lincoln and Placer County Coroner shall be contacted immediately. If the remains are determined by the County coroner to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) within 24 hours, who shall notify the person it believes to be the most likely descendent. The most likely descendent may make recommendations to the project applicant and/or contractor to 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. The City shall be responsible for approval of recommended mitigation as it deems appropriate, taking into account the provisions of State law, as set forth in CEQA Guidelines section 15064.5(e) and Public Resources Code section 5097.98. No additional work is to take place within the immediate vicinity of the find until the project applicant has implemented the approved mitigation, to be verified by the City. **Cultural Resources Mitigation Measure 4** *Should any evidence of paleontological resources (e.g., fossils) be encountered during grading or excavation either onsite or offsite as a result of a project improvement, work shall be suspended within 100 feet of the find, and the City of Lincoln shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with a qualified paleontologist as needed to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery excavations. The contractor shall implement any measures deemed necessary by the City for the protection of the paleontological resources.*	Applicant	C	PSD

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Impact	Mitigation Measures – Village 7 Programmatic Portion	Responsible Entity	Timing / Milestones	Monitoring and Enforcement Responsibility
4.1 Land Use and Agricultural Resources				
4.1-1 The Proposed Project could result in internal land use incompatibilities.	**4.1-1(B)**			
	a) The applicant shall construct fencing and post signs that incorporate Section 12.20.80 of the Lincoln Municipal Code and Section 602.8 of the California Penal Code to inform the public of sensitive wetland/wildlife areas within the open space areas.	Applicant	O	DSD
	b) The applicant shall design its specific project to comply with all setback and buffer requirements required by any Clean Water Act Section 404 permits, incidental take permits and Streambed Alteration Agreements.	Applicant	G	DSD Corps. CDFG
	c) The applicant shall provide to home buyers within the Proposed Project information about 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.	Applicant	O	DSD
4.1-2 The Proposed Project could result in land use incompatibilities with adjacent land uses.	**4.1-2(B)**			
	a) Implement Mitigation Measures 4.1-1(B).	See Mitigation Measure 4.1-1(B)	See Mitigation Measure 4.1-1(B)	See Mitigation Measure 4.1-1(B)
	b) The applicant shall provide to home buyers within the Proposed Project information about 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.	Applicant	O	DSD
	c) Record disclosures concerning all residential properties within the C1 Zone and D Zone regarding noise and safety issues as required by the Placer County Airport Land Use Compatibility Plan and California Business and	Applicant	I	DSD

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	Professions Code section 11010 and California Civil Code sections 1102.6, 1103.4, and 1353.			
4.3 Transportation and Circulation				
4.3-5 The Proposed Project would worsen to an unacceptable level or further worsen already unacceptable operations at three locations on SR 65 south of Lincoln under existing plus project conditions.	**4.3-5** *Prior to the issuance of Building Permits for the Proposed Project, the project applicants or their successors shall pay the applicable South Placer Regional Transportation Authority Fee, which will help fund the widening of SR 65 to six lanes.*	Applicant	B	DSD
4.3-6 The Proposed Project would add significant levels of traffic to Moore Road between the project site and Fiddyment Road, and to Fiddyment Road from Moore Road to the south City limits, which are not constructed to current design standards.	**4.3-6** *The project applicants or their successors shall pay a fair share of the cost to upgrade Moore Road between Fiddyment Road and the western project boundary, and Fiddyment Road from Moore Road to the south City limits, to current City of Lincoln design standards for a two-lane arterial. The City may add this road improvement to the Public Facilities Element (PFE), with PFE credits being given to the constructing party. Alternatively, the City may require the project applicants or their successors to construct the improvements and provide them with a right of reimbursement from third parties who also benefit from the improvements. The timing of the fair share payment or construction shall be as specified in the development agreement(s) between City and project applicants, but the required timing will be concurrent with the development of the threshold triggering use.*	Applicant	B	DSD

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4.3-13 The Proposed Project would worsen to an unacceptable level or further worsen cumulatively unacceptable operations (to a significant degree) on roadway segments within Placer County.	**4.3-13** *Prior to the issuance of Building Permits at the Proposed Project, the project applicants or their successors shall pay a fair-share of the cost to improve the five Placer County roadway segments significantly impacted by the Proposed Project, provided that either the Placer County Traffic Mitigation fee program is modified and/or a regional funding mechanism is in place to include improvements to these roadways.*	Applicant	B	DSD
4.3-14 The Proposed Project would worsen cumulatively unacceptable operations (to a significant degree) on State Route 193 and State Route 65 through Placer County, Rocklin, and Roseville.	**4.3-14** *The project applicants or their successors shall pay SPRTA Fees to help widen SR 65 to six lanes, and pay a fair-share of the cost to make improvements to segments of SR 193 significantly impacted by the Proposed Project if a regional funding mechanism and roadway improvement plan for SR 193 are adopted prior to issuance of Building Permits at the Proposed Project.*	Applicant	B	DSD
4.4 Air Quality				
4.4-1 Grading and other earth-disturbing activities associated with the Proposed Project would generate emissions of PM_{10} and $PM_{2.5}$.	**4.4-1(B)** The following mitigation measures shall be implemented by the applicant during all grading activities: • *The applicant shall submit to the City of Lincoln, as the lead agency, and receive approval of a Construction Emission/Dust Control Plan prior to issuance of a grading permit. This plan must address the minimum Administrative Requirements found in section 300 and 400 of District Rule 228, Fugitive Dust. The applicant shall have a pre-construction meeting for grading activities for 20 or more acres to discuss the construction emission/dust control plan with employees and/or contractors and the District is to be invited. The applicant shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations. An applicant representative, certified by CARB to perform Visible Emissions Evaluations (VEE), shall routinely evaluate compliance to Rule 228, Fugitive Dust. This requirement for a VEE is for projects grading 20 or more acres regardless of*	Applicant	C, G	PSD PCAPCD

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	how many acres are to be disturbed daily. It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas they shall be controlled as to not exceed District Rule 228 Fugitive Dust limitations. • *Apply water to control dust as needed to prevent dust impacts offsite. Operational water truck(s) shall be onsite, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.* • *Apply approved chemical soil stabilizers, vegetative mats, or other appropriate best management practices to manufacturers specifications, to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).* • *Spread soil binders on unpaved roads and employee/equipment parking areas and wet broom or wash streets if silt is carried over to adjacent public thoroughfares.* • *Install wheel washers or wash all trucks and equipment leaving the site.* • *Vegetation materials removed from the site during construction shall not be burned in the open. Vegetative material should be delivered to a green waste recycling facility.* • *Active grading sites shall be watered at least twice daily.* • *A traffic speed limit of 15 miles per hours shall be posted and enforced on all unpaved construction roads.* • *All excavating and grading activities shall be suspended when wind speeds (as instantaneous gusts) exceed 25 miles per hour and dust is transported onto adjacent developed properties.*			
4.4-2 Construction activities associated with the Proposed Project would generate emissions of criteria air pollutants ROG and NOx that	**4.4-2(B)** During all phases of construction, the project applicant shall ensure that the following mitigation measures are implemented:			

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would exceed PCAPCD thresholds.	• *During second stage smog alerts (0.350 ppm of ozone), the construction day shall be shortened and the number of vehicles and equipment operating at the same time shall be reduced.*	Applicant	C	DSD PCAPCD
	• *Construction equipment operators shall shut off equipment when not in use to avoid unnecessary idling. Vehicle idling shall be kept below five consecutive minutes in accordance with Lincoln Municipal Code Section 10.14 requirements.*	Applicant	C	DSD PCAPCD
	• *Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified and the equipment must be repaired within 72 hours. An applicant representative, certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement for projects grading more than 20 acres in size regardless in how many acres are to be disturbed daily. Contractors can access the PCAPCD or Sacramento Metropolitan Air Quality Management District's web site to determine if their off-road fleet meets the requirements listed in this measure.*	Applicant	C	DSD PCAPCD
	• *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 foreman. 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*	Applicant	G	DSD PCAPCD

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	retrofit technology, aftertreatment products, and/or other options as they become available. • *The following measure shall be incorporated into construction bid documents: All applicable pieces (at a minimum three pieces) of diesel equipment used on the site during the demolition, earthmoving and clearing stages of construction shall be fitted with a level 3 California Air Resources Board verified diesel emission control system. All off-road and onroad construction equipment shall use a B20 biodiesel blend. Prior to the issuance of a demolition or grading permit, the construction contractor and/or applicant shall submit to the PCAPCD and the City a certified list of the non-road diesel powered construction equipment that will be retrofitted with emission control devices or that will use Clean Fuels. The Clean Fuels shall consist of low NOx and PM10 emission diesel fuel that (1) can be used without engine modification, (2) is certified to provide a minimum emissions reduction of 30 percent PM10 and 10 percent NOx when compared to No. 2 Diesel Fuel, and (3) is included on the CARB Verification List. The list shall include (1) the equipment number, type, make, and contractor/sub-contractor name; (2) the emission control device make, model and EPA or CARB verification number; and/or (3) the type and source of fuel to be used. If any diesel powered non-road construction equipment is found to be in non-compliance with this specification, the contractor will be issued a Notice of Non-Compliance and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. For each piece of diesel powered non-road construction equipment that will not be retrofitted or use Clean Fuels, the project applicant shall provide an explanation detailing why such measures are not employed.*	Applicant	G	DSD PCAPCD
4.4-3 Operation of the Proposed Project would generate emissions of criteria pollutants.	**4.4-3(B)** The project applicant shall implement the following mitigation measures: • *The conditions of approval and the covenants, conditions, and restrictions (CC&Rs) for the project shall explicitly prohibit the installation of wood-burning stoves and wood-burning fireplaces within the Programmatic Portion of the Specific Plan area. Only natural gas- or propane-fireplace stoves are permitted. Prior to the issuance of occupancy permits, the applicant must*	Applicant	I	DSD

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	provide written proof of compliance with this measure to the City and PCAPCD. • *Only Energy Star-labeled (or equivalent) dishwashers shall be installed in single-family dwelling units.* • *The project applicant shall participate in the PCAPCD off-site mitigation program for postmitigated emissions that exceed PCAPCD thresholds. Off-site mitigation strategies include retrofitting existing on-road heavy-duty vehicles/equipment with cleaner burning engines, retrofitting or purchasing new low emission agriculture pumps, transit vehicles, and CNG fueling infrastructure. To participate in the off-site mitigation program, the applicant shall pay into the PCAPCD off-site mitigation program, included in Appendix D in this Draft EIR, in consultation with PCAPCD.*	Applicant Applicant	B B	DSD PCAPCD
4.4-5 Project occupants could be exposed to intermittent odors from the City of Lincoln Wastewater Treatment and Reclamation Facility (WWTRF), Western Regional Sanitary Landfill (WRSL) Material Recovery Facility (MRF), or nearby agricultural operations.	**4.4-5(B)** *Record perpetual notices for all lots within the Village 7 Specific Plan indicating that odors from the Lincoln WWTRF, WRSL, and agricultural operations could occur, and provide copies of this notice to all buyers of these properties.*	Applicant	I	DSD
4.4-7 Construction of the Proposed Project would add to cumulative emissions of PM_{10} and $PM_{2.5.}$	**4.4-7(B)** *Implement Mitigation Measure 4.4-1.*	See Mitigation Measure 4.4-1.	See Mitigation Measure 4.4-1.	See Mitigation Measure 4.4-1.
4.4-8 Construction of the Proposed Project would generate emissions of ozone precursors that could combine with other precursor emissions and temporarily increase ozone levels in the region.	**4.4-8(B)** *Implement Mitigation Measure 4.4-2.*	See Mitigation Measure 4.4-2.	See Mitigation Measure 4.4-2.	See Mitigation Measure 4.4-2.

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4.4-9 The Proposed Project's operational emissions of criteria air pollutants would add to cumulative emissions, which would result in a net increase of ozone precursor emissions that could obstruct implementation of the local air quality plan.	**4.4-9(B)** *Implement Mitigation Measure 4.4-3.*	See Mitigation Measure 4.4-3.	See Mitigation Measure 4.4-3.	See Mitigation Measure 4.4-3.
4.4-11 The Proposed Project, in addition to other area odor sources, would not expose sensitive receptors to odors that could be cumulatively considerable.	**4.4-11(B)** *Implement Mitigation Measure 4.4-5.*	See Mitigation Measure 4.4-5.	See Mitigation Measure 4.4-5.	See Mitigation Measure 4.4-3.
4.5 Noise				
4.5-1 Construction of the Proposed Project would temporarily increase ambient noise levels.	**4.5-1(B)** The City shall ensure construction contractors comply with the following: • *Construction hours shall be limited to 7am to 5pm, Monday through Friday and on Saturdays from 8am to 4pm, with no construction on Sundays and holidays (unless extended by a special permit).* • *All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have manufacturer-installed mufflers.*	Applicant	C	PSD

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	• *Equipment warm up areas, water tanks, and equipment storage areas shall be located in an area as far away from existing residences as is feasible.* • *Construction equipment operators shall shut off equipment when not in use to avoid unnecessary idling. Vehicle idling shall be kept below five consecutive minutes in accordance with Lincoln Municipal Code Section 10.14 requirements.*			
4.5-5 Construction of the Proposed Project would temporarily add to cumulative noise levels in the vicinity of the Proposed Project site.	**4.5-5(B)** *Implement Mitigation Measure 4.5-1.*	See Mitigation Measure 4.5-1.	See Mitigation Measure 4.5-1.	See Mitigation Measure 4.5-1.
4.6 Hazardous Materials and Public Safety				
4.6-1 Construction of the Proposed Project could result in the generation or exposure of hazardous materials that could create a health or safety hazard to workers, the public, or the environment.	**4.6-1(B)** *a) Prior to demolition of existing on-site structures and/or development of the Village 7 Programmatic Portion, the project applicants shall contact and coordinate with the PCDEHS and/or the local air management district to determine if asbestos sampling and abatement is required prior to demolition of the on-site structures. If such a survey is required, all soils surrounding the existing and former structures shall be sampled for residual fragments of lead-based paint, as well.* *b) For the Aitken Ranch II area, the applicant shall have a qualified professional review the results of the Phase 1 ESA and develop specific recommendations for removal of potentially contaminated items, soil and/or groundwater testing, as needed, and any subsequent remedial actions associated with the former turkey farming operations to ensure that development of the project site will not result in adverse human health or environmental risks during construction or occupancy. Soil and groundwater testing shall be performed prior to any site development activities that would disturb surface soils at the location of the former turkey farming operations. If chemicals are present in soils that would present a human health or environmental risk, a soil management plan shall be prepared by*	Applicant	G, C	DSD PSD PCEHS

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	the qualified professional prior to approval of Final Grading or Improvement Plans. The soil management plan shall specify how affected soils will be tested, removed, stockpiled, or otherwise handled prior to and during soil-disturbing activities. *c) The project applicant shall hire a certified hazardous material specialist to prepare a formal Phase I EA to analyze the potential for hazardous materials within the Remainder Area. The project applicant shall incorporate all applicable and feasible recommendations in order to reduce the risk of hazardous material release during construction to a less-than significant level.*			
4.6-2 Construction of the Proposed Project could create a health hazard to workers, the public, and the environment due to previously unidentified contaminated soil and groundwater.	**4.6-2(B)** *If, during construction activities, evidence of hazardous materials contamination is observed or suspected (i.e., stained or odorous soil, or oily or discolored water), construction activities shall cease and an environmental professional shall assess the situation. If necessary, the environmental professional shall prepare a sampling plan to collect soil and/or groundwater samples to determine whether or not the site has been adversely affected by past activities. The samples shall be analyzed for the contaminants determined to be a potential health concern by the environmental professional. Depending on the nature of the contamination (if any), the PCEHS shall be contacted for further direction, which could include further investigation or remediation.*	Applicant	C	PSD PCEHS
4.7 Hydrology and Water Quality				
4.7-2 Development of the Proposed Project would increase the amount (volume) of stormwater runoff	**4.7-2(B)** *a) The Applicant(s) shall develop an additional 23 acre-feet of storage capacity in the watershed to accommodate increased stormwater runoff volumes associated with the Village 7 programmatic portion of the Proposed Project*	Applicant	I	DSD

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discharged to Ingram Slough and Orchard Creek.	*(Aitken Ranch II, Scheiber, Remainder Area). The applicant(s) shall use one of the following options, or a combination thereof, presented in the Lincoln Nader/Aitken Ranch II/Sundance and the Remainder Properties Tentative Map, Master Drainage Study for volumetric mitigation:* • *Participate in the City's Proposed Phase 2 Regional Retention Basin: Phase 1 of the City's Regional Retention Basin project was constructed to accommodate up to 315 acre-feet from the Del Webb development. Additional phased expansions (Phases 2 and 3) are planned to accommodate up to approximately 800 acre-feet of additional retention volume. The Village 7 Programmatic Portion could participate in the construction of Phase 2 of the existing City of Lincoln retention basin to mitigate the Proposed Project's runoff volumes.* • *Utilize excess capacity in the City's Proposed Phase 1 Regional Retention Basin: Phase 1 of the City's Regional Retention Basin project has a 315 acre-foot retention storage capacity and was constructed by Del Webb to mitigate their project impacts. Based on the SLMDP, the retention volume required to mitigate impacts for the Del Webb project totaled 286 acre-feet. The Phase 1 basin therefore has approximately 29 acre-feet of available storage that could be used by the Village 7 Programmatic Portion. This mitigation option would not entirely reduce the retention volume required for the Village 7 Programmatic Portion, but could be combined with one or more of the other options presented herein.* • *Create a New Retention Basin: The project applicant could participate in the City's future retention basin within the Cross Canal watershed.* *OR* • *· Create a new on-site retention basin within the Village 7 Programmatic Portion.* *b) If one or more of the off-site mitigation options listed in (a) are used, prior to final map approval, the project applicant(s) shall pay PFE fees to cover its fair share of costs associated with construction, operation, and maintenance, and*			

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	management of off-site regional retention facilities to offset increased stormwater volume generated by the Village 7 Programmatic Portion.			
4.7-4 Implementation of the Proposed Project would increase the types and amounts of pollutants in stormwater runoff that could be discharged to Ingram Slough, which could affect water quality.	**4.7-4(B)**			
	a) Project Conditions of Approval shall specify that appropriate Best Management Practices (BMPs) be incorporated into project design 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.	City	City	City
	b) The proposed water quality facilities shall be identified and designed in a Stormwater 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 Stormwater Management Plan shall be constructed with the installation of the infrastructure.	Applicant	G	PSD DSD
	c) The Stormwater 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.	Applicant/City	G	PSD DSD
	d) 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.	Applicant	G, C	PSD DSD
	e) All BMPs for water quality protection, source control, and treatment control shall be developed in accordance with the California Stormwater Quality Association Stormwater Best Management Practice Handbook for Construction and New Development/Redevelopment (or other similar source approved by the CVRWQCB, County, and 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.	Applicant	G	PSD DSD

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	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. *f) Stormwater runoff from the Proposed Project's impervious surfaces (including roads) shall be collected and routed through specially designed water quality treatment facilities (BMPs) for removal of pollutants of concern (i.e. sediment, oil/grease, etc.), as approved by the City. The applicant shall verify that proposed BMPs are appropriate to treat the pollutants of concern from the Proposed Project and shall provide for the establishment of vegetation, where specified, by means of proper irrigation, for effective performance of BMPs.* *Prior Final Map approval, easements shall be created and offered for dedication to the City for maintenance and access to these facilities in anticipation of possible City maintenance. No water quality facility construction shall be permitted within any identified wetlands area, floodplain, or right-of-way, except as authorized by project approvals.*	Applicant Applicant	G, I I	PSD DSD PSD DSD
4.7-6 The Proposed Project, in combination with other development within the watershed, could contribute to an increase in stormwater peak flows and volumes.	**4.7-6(B)** *Implement Mitigation Measure 4.7-2.*	See Mitigation Measure 4.7-2	See Mitigation Measure 4.7-2	See Mitigation Measure 4.7-2
4.7-8 The Proposed Project, in combination with other development within the watershed, would contribute urban pollutants to receiving waters, which could adversely affect water quality.	**4.7-8(B)** *Implement Mitigation Measures 4.7-4(a) through (f).*	See Mitigation Measures 4.7-4(a) through (f)	See Mitigation Measures 4.7-4(a) through (f)	See Mitigation Measures 4.7-4(a) through (f)
4.8 Biological Resources				
4.8-1 The Proposed Project would result in the filling or adverse modification of jurisdictional wetland/ other "waters of the U.S."	**4.8-1(B)** *a) The project applicant shall retain a qualified biologist to conduct a wetland delineation of the remaining properties in the Village 7 Programmatic portion of the project site. This delineation shall be*	Applicant	G	DSD Corps USFWS

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	submitted to the Corps for verification prior to the issuance of any grading permits for the Village 7 Programmatic portion of the project site.			
	b) The project applicant shall prepare a wetland mitigation plan that ensures no net loss of wetlands, consistent with Lincoln Public Facilities Element (PFE)Policy 9-13. The wetland mitigation plan shall be based on the wetland delineation verified by the Corps. This measure may be implemented through the 404 permit and/or Streambed Alteration Agreement processes. The plan shall include the following or equally effective components.	Applicant	G	DSD
	Compensation			
	c) The project proponent shall compensate for the loss of wetland habitat through a combination of preservation of vernal pools and seasonal wetlands in open space preserves, on-site restoration/enhancement along Ingram Slough, and the purchase of mitigation credits at an approved mitigation bank. The ratio of compensation will be determined in consultation with the Corps and U.S. Fish and Wildlife Service, as part of the 404-permit process.	Applicant	G	DSD
	Reduction/Avoidance			
	d) Prior to any construction activities on the site, a protective fence shall be erected at the boundaries of the wetland preserves in the areas of construction. This fence shall remain in place until all construction activity in the immediate area is completed. No activity shall be permitted within the wetlands preserve except for those expressly permitted by the US Fish and Wildlife Service.	Applicant	C	PSD
	e) A buffer shall be provided along all preserved wetlands. Only those uses allowed in the 404 Permit and/or the Streambed Alteration Agreements shall be permitted in the wetlands preserve and its buffer.	Applicant	G,C	PSD
	f) Water quality in the wetlands preserve shall be protected using erosion control techniques including (as appropriate), but not necessarily limited to, preservation of existing vegetation, mulches (e.g., hydraulic, straw, wood, etc.), geotextiles and mats, during construction in the watershed. Additionally, urban runoff shall be managed to protect water quality in the wetlands preserve using techniques such as velocity dissipation devices, sediment basins and pollution collection devices.	Applicant	G,C	PSD

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	g) Landscape irrigation runoff shall only be permitted to directly enter the wetlands preserve according to the provisions of the 404 Permit and/or the Streambed Alteration Agreement.	Applicant	O	PSD
	h) Mowing and other maintenance activities shall be limited to those detailed in the 404 Permit and/or the Streambed Alteration Agreement.	Applicant	O	PSD
	Mitigation Measure Biological Resources – 1 (2024) *If compensatory mitigation is required for unavoidable loss of habitat types covered under the Placer County Conservation Program, the project applicant shall complete all required actions and pay all required fees necessary for mitigation of project impacts to covered habitat through the PCCP, at the replacement ratios required by the PCCP for each covered habitat type. The City of Lincoln shall identify project-specific conditions that will apply and calculate the required fees, mitigation/conservation bank credit payments, and/or in-lieu dedication requirements.*	Applicant	G C	DSD PSD
4.8-2 Development of the Proposed Project could result in the loss of special-status vernal pool crustacean and amphibian species and degradation and/or loss of their habitat.	**4.8-2(B)** *a) The project applicant shall retain a qualified biologist to conduct a vernal pool crustacean survey following current USFWS protocol within the Village 7 Programmatic portion of the project site. Alternatively, the project applicant could forgo the surveys and assume presence of vernal pool crustaceans in all appropriate habitat within the Village 7 Programmatic portion of the project site. The survey, or assumption of presence shall occur prior to the issuance of any grading permits for the Village 7 Programmatic portion of the project site.* *b) Surveys have determined that at least one of the federally-listed vernal pool crustacean species occurs on some properties at the project site. Other federally-listed vernal pool crustaceans and/or western spadefoot may also occur in affected pools within the project site. As development of the project site could result in the loss of these species, the following or equally effective measures (as approved by the City and USFWS) shall be required. The selected measures may be part of the permitting process.*	Applicant	G C	DSD USFWS PSD

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	Compensation *c) The project proponents shall obtain biological opinions from the U.S. Fish and Wildlife Service (and if necessary, the National Marine Fisheries Service) and are further required to comply with the conditions and mitigation requirements of those agencies. Mitigation may include, but is not limited to, both onsite and offsite preservation and creation of wetlands, purchase of credits at mitigation banks, payment of in lieu fees approved by the agencies, or other agency approved and required mitigation measures.* *d) Orange exclusionary fencing shall be placed and maintained around any avoided (preserved) vernal pool crustacean habitat during construction to prevent impacts from construction vehicles and equipment. This fencing shall be inspected by a qualified biologist throughout the construction period to ensure that it is in good functional condition. After construction, fencing around open space areas containing wetlands or other sensitive habitats shall be replaced by permanent fencing that will be maintained by the City, and/or the local home owners association.* *e) Prior to beginning work in the project site, all on-site construction personnel shall receive instruction regarding the presence of listed species and the importance of avoiding impacts on these species and their habitat.* *f) The project proponent shall ensure that activities that are inconsistent with the maintenance of the suitability of remaining vernal pool habitat and associated watershed on-site is prohibited as required by the USFWS and Corps.* **Mitigation Measure Biological Resources – 1 (2024)** *If compensatory mitigation is required for unavoidable loss of habitat types covered under the Placer County Conservation Program, the project applicant shall complete all required actions and pay all required fees necessary for mitigation of project impacts to covered habitat through the PCCP, at the replacement ratios required by the PCCP for each covered habitat type. The City of Lincoln shall identify project-specific conditions that*	Applicant	G, C	DSD PSD

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	will apply and calculate the required fees, mitigation/conservation bank credit payments, and/or in-lieu dedication requirements.			
4.8-3 The Proposed Project could result in the loss and/or degradation of rare plant populations.	**4.8-3(B)** *a) The project applicant shall retain a qualified biologist to conduct focused surveys within the project site for special-status plant species including but not limited to big-scale balsamroot, Boggs Lake hedge-hyssop, dwarf downingia, legenere, Sacramento orcutt grass, and Sanford's arrowhead 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.* *b) If Boggs Lake hedge-hyssop or Sacramento orcutt grass is located during the surveys in areas that cannot be avoided, the project applicant shall consult with CDFG to obtain management permit, under Section 2081 of the California Fish and Game Code. Mitigation can be accomplished either in the onsite mitigation preserve area, or at an approved offsite mitigation bank. The ratio of mitigation credits will be determined during this consultation, and can be conducted concurrently with Mitigation Measure 4.8-2(B) subsections (c), (d), and (e).* *c) 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 4.8-2(B) subsections (c), (d), and (e), with the addition of soil/seed bank salvage, for use in created wetlands in mitigation areas.* *d) If any special-status upland plant species including, but not limited to big-scale balsamroot, or wetland species such as Sanford's arrowhead are located during the surveys, the project applicant shall comply with adopted CDFG Guidelines.*	Applicant	G	DSD Corps
4.8-4 The Proposed Project could result in the loss and/or degradation of western pond turtles and its habitat.	**4.8-4(B)** *a) Prior to project construction, the project applicant and/or developer shall retain a qualified biologist to conduct preconstruction surveys of suitable habitat within the project site within 30 days prior to project construction to*	Applicant	G, C	DSD CDFW PSD

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	ensure no western pond turtles have established territories. If ground-disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be re-surveyed. *b) If individual western pond turtles are discovered during the survey on the project site, or immediately adjacent area, the project applicant or their agent shall initiate consultation with the CDFG to formulate and implement minimization measures, which could include capture and relocation of individuals found on-site.* *c) If surveys identify the presence of western pond turtles on site, the project applicant shall implement mitigation measures required by the California Department of Fish and Game at the time of the consultation.* **Mitigation Measure Biological Resources – 1 (2024)** *If compensatory mitigation is required for unavoidable loss of habitat types covered under the Placer County Conservation Program, the project applicant shall complete all required actions and pay all required fees necessary for mitigation of project impacts to covered habitat through the PCCP, at the replacement ratios required by the PCCP for each covered habitat type. The City of Lincoln shall identify project-specific conditions that will apply and calculate the required fees, mitigation/conservation bank credit payments, and/or in-lieu dedication requirements.*	Applicant	G, C	DSD PSD
4.8-5 The Proposed Project could result in the direct loss or disturbance of nesting migratory birds, including raptors (birds-of prey).	**4.8-5(B)** *a) If construction is to occur between March 15 through August 30, the project applicant, in consultation with the City of Lincoln and CDFG, shall conduct a preconstruction breeding season survey of the project site within 30 days of when construction is planned to begin. The survey shall be conducted by a qualified biologist (who is also knowledgeable about the California black rail) to determine if any protected raptors or migratory birds (including, but not limited to the California black rail) are nesting on or directly adjacent to the project site.*	Applicant	G C	DSD CDFW PSD

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	b) 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 shall be provided to the City. *c) A map showing the location(s) of any protected raptor or migratory bird nests observed on the project site shall be provided to the City.* *d) 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 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.*			
4.8-6 The Proposed Project could result in the loss of foraging habitat for Swainson's hawk, white tailed kite, burrowing owl and other raptors.	**4.8-6(B)** *The project applicant shall ensure that at least an appropriate number of acres (as approved by the City and CDFG) of annual grasslands or other suitable raptor foraging habitat are preserved based upon project impacts of 180 acres (0.75:1 ratio). Preservation may occur through either:* *a) Payment of a mitigation fee to the City of Lincoln through a negotiated agreement between the City, the project applicant, and CDFG. The monies will be held in a trust fund, and used to preserve mitigation land through the purchase, monitoring, maintenance, and remediation of lands that support suitable raptor foraging habitat (consistent with CDFG guidelines); or* *b) Purchase of conservation easements or fee title to suitable raptor foraging habitat to protect the habitat from urban development; or* *c) Participate in Placer County Natural Community Conservation Plan/Habitat Conservation Plan, once adopted.*	Applicant	G	DSD CDFW

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	Mitigation Measure Biological Resources – 1 (2024) *If compensatory mitigation is required for unavoidable loss of habitat types covered under the Placer County Conservation Program, the project applicant shall complete all required actions and pay all required fees necessary for mitigation of project impacts to covered habitat through the PCCP, at the replacement ratios required by the PCCP for each covered habitat type. The City of Lincoln shall identify project-specific conditions that will apply and calculate the required fees, mitigation/conservation bank credit payments, and/or in-lieu dedication requirements.*	Applicant	G C	DSD PSD
4.8-7 The Proposed Project could result in loss of nesting habitat for tricolored blackbird.	**4.8-7(B)** *a) The project applicant shall retain a qualified biologist to conduct pre-construction nesting surveys for tri-colored blackbird colonies within the project site and off-site areas proposed for infrastructure development. The survey should 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.* *b) 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. 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 nondisturbance 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.*	Applicant	G C	DSD CDFW PSD

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4.8-10 Construction of the Proposed Project, in combination with other development in the County, could contribute to the cumulative loss of native plant communities, wildlife habitat values, special-status species and their potential habitat, and wetland resources in the region.	**4.8-10(B)** *Implement Mitigation Measures 4.8-1 through 4.8-9.*	See Mitigation Measures 4.8-1 through 4.8-9.	See Mitigation Measures 4.8-1 through 4.8-9.	See Mitigation Measures 4.8-1 through 4.8-9.
Have a substantial adverse effect, either directly or through habitat modifications, on Crotch's bumble bee.	**Biological Resources Mitigation Measure 1** *The provisions contained herein only apply if Crotch's bumble bee remains a candidate species or is listed under CESA at the commencement of construction. Following CDFW's status report on Crotch's bumble bee, if the California Fish and Game Commission finds that the petitioned action is not warranted, the provisions contained herein shall not be required.* *Initial ground-disturbing activities associated with development of any future Tentative Map (e.g., grading, vegetation removal, staging) should take place between September 1 and March 31 (i.e., outside the colony active period) to avoid potential impacts on special-status bumble bees. If initial ground-disturbing activities do not occur between September 1 and March 31, then at a maximum of 14 days prior to the commencement of construction activities, a qualified biologist shall conduct a preconstruction survey for Crotch's bumble bees in the area(s) proposed for impact.* *The survey shall occur during the period from one hour after sunrise to two hours before sunset, with temperatures between 65 degrees Fahrenheit and 90 degrees Fahrenheit, with low wind and zero rain. If the timing of the start of construction makes the survey infeasible due to the temperature requirements, the surveying biologist shall select the most appropriate days based on the National Weather Service seven-day forecast and shall survey at a time of day that is closest to the temperature range stated above.*	Applicant	If Crotch's bumble bee remains a candidate species or is listed under CESA 14 days prior to the commencement of construction activities, if initial ground-disturbing activities are not all completed between September 1 and March 31.	City of Lincoln Community Development Department, CDFW, if Crotch's bumble bee remains a candidate species or is listed under CESA at the commencement of construction

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	The survey duration shall be commensurate with the physical extent of suitable floral resources (which represent foraging habitat) present within the area proposed for impact, and the level of effort shall be based on the metric of a minimum of one person-hour of searching per three acres of suitable floral resources/foraging habitat. A meandering pedestrian survey shall be conducted throughout the area proposed for impact in order to identify patches of suitable floral resources. Suitable floral resources for Crotch's bumble bee include species in the following families: Apocynaceae, Asteraceae, Boraginaceae, Fabaceae, and Lamiaceae. *At a minimum, preconstruction survey methods shall include the following:* • *Search areas with floral resources for foraging bumble bees. Observed foraging activity may indicate a nest is nearby, and therefore, the survey duration shall be increased when foraging bumble bees are present;* • *If Crotch's bumble bees are observed, watch any Crotch's bumble bees present and observe their flight patterns. Attempt to track their movements between foraging areas and the nest;* • *Visually look for nest entrances. Observe burrows, any other underground cavities, logs, or other possible nesting habitat;* • *If floral resources or other vegetation preclude observance of the nest, small areas of vegetation may be removed via hand removal, line trimming, or mowing to a height of a minimum of four inches to assist with locating the nest;* • *Look for concentrated Crotch's bumble bee activity;* • *Listen for the humming of a nest colony; and* • *If bumble bees are observed, attempt to photograph the individual and identify it to species.* *The biologist conducting the survey shall record when the survey was conducted, a general description of any suitable foraging habitat/floral resources present, a description of observed bumble bee activity, a list of bumble bee species observed, a description of any vegetation removed to facilitate the survey, and their determination of if survey observations suggest a Crotch's bumble bee nest(s) may be present or if construction activities could result in take of Crotch's bumble bees. The report shall be submitted to the City of Lincoln Community Development Department prior to the commencement of construction activities.*			

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	If bumble bees are not located during the preconstruction survey or the bumble bees located are definitively identified as a common species (i.e., not special-status species), then further mitigation or coordination with the California Department of Fish and Wildlife (CDFW) is not required. *If any sign(s) of a bumble bee nest is observed, and if the species present cannot be established as a common bumble bee, then construction shall not commence until either (1) the bumble bees present are positively identified as common (i.e., not a special-status species), or (2) the completion of coordination with CDFW to identify appropriate mitigation measures, which may include, but not be limited to, waiting until the colony active season ends, establishment of nest buffers, or obtaining an Incidental Take Permit (ITP) from CDFW.* *If Crotch's bumble bees are located, and, after coordination with CDFW, take of Crotch's bumble bees cannot be avoided, the Project applicant shall obtain an ITP from CDFW, and the applicant shall implement all conditions identified in the ITP.* *Consistent with Fish and Game Code Section 2081, mitigation required by any ITP obtained from CDFW shall minimize and fully mitigate any impacts of the authorized take, be roughly proportional in extent to the impact of the take, be capable of successful implementation, and, where various alternative measures are available, maintain the applicant's objectives to the greatest extent possible. Specific required permit conditions may include, but are not limited to, the Project applicant's qualified biologist translocating nesting substrate in accordance with the latest scientific research to another suitable location (i.e., a location that supports similar or better floral resources as the impact area), enhancing floral resources on areas of the site that will remain appropriate habitat, worker awareness training, and/or other measures specified by CDFW.*			

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Impact	Mitigation Measures – Village 7 Programmatic Portion	Responsible Entity	Timing / Milestones	Monitoring and Enforcement Responsibility
Have a substantial adverse effect, either directly or through habitat modifications, on roosting bats.	**Biological Resources Mitigation Measure 2** *Prior to the commencement of construction activities, a qualified biologist shall conduct a bat habitat assessment of all potential roosting habitat features, including trees and structures within the proposed impact footprint within the project vicinity. The habitat assessment shall identify all potentially suitable roosting habitat and may be conducted up to one year prior to the start of construction. The results of the assessment shall be submitted to the City of Lincoln Community Development Department.* • *If potential roosting habitat is identified (cavities in trees or potential roosts within structures) within the areas proposed for impact, the biologist shall survey the potential roosting habitat during the active season (generally April through October or from January through March on days with temperatures in excess of 50 degrees Fahrenheit) to determine the presence of roosting bats. The surveys are recommended to be conducted utilizing methods that are considered acceptable by bat experts after consultation with CDFW. Methods may include evening emergence surveys, acoustic surveys, inspecting potential roosting habitat with fiberoptic cameras, or a combination thereof.* • *If roosting bats are identified within any of the trees planned for removal, or if presence is assumed, the trees shall be removed outside of pup season, only on days with temperatures in excess of 50 degrees Fahrenheit. Pup season is generally during the months of May through August. Two-step tree removal shall be utilized under the supervision of the qualified biologist. Two-step tree removal involves removal of all branches of the tree that do not provide roosting habitat on the first day, and then the next day cutting down the remaining portion of the tree.*	Applicant	Prior to the commencement of construction activities, during the active season, or if roosting bats are identified within any of the trees planned for removal	City of Lincoln Community Development Department

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	• *Additionally, it is recommended that all other tree removal shall be conducted from January through March on days with temperatures in excess of 50 degrees Fahrenheit to avoid potential impacts to foliage-roosting bat species.* • *If roosting bats are identified within any structures planned for removal, a bat exclusion plan shall be prepared by a qualified bat biologist describing the methods to be used to humanely exclude bats prior to disturbance. The plan shall be approved by the City of Lincoln Community Development Department after consultation with CDFW and shall be implemented prior to the start of construction.* • *The requirements for the bat expert and City to consult with CDFW prior to approving survey methods and a bat exclusion plan shall be satisfied either where CDFW responds to requests for consultation within 30 days of the requests or where the bat expert and City have attempted to consult with CDFW but CDFW has failed to respond to the request within 30 days of the placement of the request.*			

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4.9 Public Utilities				
4.9-1 The Proposed Project would generate additional wastewater flows to be treated by the WWTRF.	**4.9-1(B)** *Prior to approval of the first Final Small Lot Map for the first planning area developed in the Village 7 Programmatic Portion of the Village 7 Specific Plan, the City shall ensure the planned expansion of the WWTRF provides adequate capacity to accommodate flows from the Village 7 Programmatic Portion. The project applicants shall pay fair-share cost of required fees to fund the expansion of the WWTRF.*	Applicant	I	DSD
4.9-2 The Proposed Project would generate additional wastewater flows, but not at levels that that would exceed the capacity of the existing wastewater collection infrastructure.	**4.9-2(B)** *The project applicants for the Village 7 Programmatic Portion shall submit a wastewater infrastructure plan to the City of Lincoln prior to approval of the first Final Small Lot Map for the first planning area developed in the Village 7 Programmatic Portion of the Village 7 Specific Plan. The applicants shall follow mitigation measures or recommendations identified within the plan to ensure wastewater flows would be adequately conveyed to the WWTRF.*	Applicant	I	DSD
4.9-15 The Proposed Project would generate a demand for park and recreation facilities, which could require the construction of new or expansion of existing recreational facilities.	**4.9-15(B)** *The project applicant shall pay all applicable fair-share fees to the City pursuant to the established Public Facilities Element requiring 6 acres of parkland per 1,000 residents for the provision of recreational facilities to meet demands created by the Village 7 Programmatic Portion.*	Applicant	B	DSD
4.9-17 The Proposed Project would increase the demand on water supplies. Existing and planned water supplies would be sufficient to meet the demands of the Proposed Project in addition to the City of Lincoln's existing and planned future uses, but the existing entitlements are not sufficient.	**4.9-17(B)** *Prior to recordation of a Final Map, 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.*	City	I	DSD

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4.9-19 The Proposed Project, in combination with buildout of project's in the City of Lincoln, would increase the demand on PCWA water supplies.	**4.9-19(B)** *Implement Mitigation Measure 4.9-17 (obtain entitlements prior to Final Map recordation).*	See Mitigation Measure 4.9-17.	See Mitigation Measure 4.9-17.	See Mitigation Measure 4.9-17.
4.10 Visual Resources				
4.10-2 Development of the Proposed Project would increase glare and lighting in the project vicinity.	**4.10-2(B)** *All light standards shall be shielded and directed such that adjacent properties are not illuminated.*	Applicant	G, C	DSD
4.11 Climate Change				
4.11-1 Development of the proposed project could potentially result in a cumulatively considerable incremental contribution to the significant cumulative impact of global climate change.	**4.11-1(B)** *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 (1) a minimum 15 percent energy efficiency above that required by the 2008 Title 24 energy efficiency regulations, or (2) compliance with the then-current Title 24 energy efficiency regulations. These programs shall include either:* *(i) 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.* *OR* *(ii) Participation in the New Solar Homes Partnership (NSHP) Performance Method. This method is available to builders of single-family homes that*	Applicant	I	DSD

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	are at least 15 percent more efficient than required by the 2008 Title 24 energy efficiency regulations and meet all US EPA specifications. *OR* *(iii) Participation in the Build It Green Program, which was created by Build It Green, a nonprofit organization whose mission is to promote health, durable, energy and resource efficient buildings throughout California. Using the Green Point Checklist, a home can be considered green if it fulfills the prerequisites and earns at least 50 points and meets the minimum points per category: Energy (30 points); Indoor Air Quality (5 points); Resources (6 points); and Water (9 points). Build It Green uses certified Green Point Raters to measure success with the program and verification of the measures employed to meet the requirements of the checklist.*			
	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.	Applicant	O	DSD
	c) Installation of Light Emitting Diode (LED) traffic signals and LED street lights shall be required at the Lewis Property and be constructed in accordance with City improvement standards or as otherwise approved by the Development Services Director.	Applicant	C	DSD
	d) The project applicant shall ensure that a tree planting program at the Lewis Property, approved by the City of Lincoln staff, provides the following: ***Streets**:* *Residential collector streets: 1 tree per 35 linear ft* *Primary residential street: 1 tree per 35 linear ft* *Major and minor paseos: 1 tree per 25 ft.*	Applicant	C	DSD

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	Ferrari Ranch Road: *551 trees within the Lewis Property boundaries* *Moore Road:* *928 trees within the Lewis Property boundaries* *Central Blvd:* *1,471 trees within the Lewis Property boundaries* ***Residential Units:*** *LDR units:* *1 front yard tree* *MDR units:* *1 front yard tree. Some MDR units may not have front yards; however, where the front of an MDR lot is on a paseo, trees will be spaced 25 ft on center along the paseo. The exact number of trees to be planted in MDR developments will be determined during the City's design review process by the City and project applicant with the goal of having one front yard or back yard tree for each residential unit.* ***Open Space Areas:*** *Mini parks* *27 trees per acre* *Community parks* *27 trees per acre* *Neighborhood parks* *27 trees per acre* *NOTE: The number of trees specified above is an approximate number and will be subject to adjustment for physical constraints resulting from the actual location of physical improvements (both above ground and underground) and public safety considerations, such as the need to preserve vehicle operator sight distances at all roadway intersections.*			
	e) Pursuant to the City's new 2050 General Plan, and specifically under the Energy Resources section, Goal OSC-3, "Encourage energy conservation in new and existing developments throughout the City," to address Policy OSC 3.9, "Shade Tree Planting," the project applicant shall be responsible for having prepared, by an experienced and qualified firm, or by an organization such as the Sacramento Tree Foundation, a tree information planting and care guide. The planting and care guide will be delivered to each original homeowner as a part of the move in package. The planting and care guide shall be reviewed by, and be subject to the approval of, City of Lincoln staff.	Applicant	O	DSD

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	f) The City shall require that energy efficient lighting fixtures, including fluorescent lights, be installed as part of the original construction of residential structures within the plan area.	Applicant	B	DSD
	g) The City shall require light-colored roofing materials with a solar reflective value and thermal emittance value of 0.25 or better on all residential buildings.	Applicant	B	DSD
	h) Pursuant to the City's new 2050 General Plan, and specifically under the Energy Resources section, Goal OSC-3, "Encourage energy conservation in new and existing developments throughout the City," the City shall be responsible pursuant to Policy OSC 3.14, "Early Planning for Energy Efficiency," for developing a program whereby energy planners and energy efficiency specialists will be included in pre-application discussions with a developer or builder to help identify the potential for inclusion of solar orientation and other energy efficient systems into the land plan and building practices.	Applicant	Pre-application	DSD
	i) Implement all mitigation measures identified in Section 4.4, Air Quality.	See Section 4.4	See Section 4.4	See Section 4.4
	j) Implement Mitigation Measure 4.7-4 (Urban Stormwater Pollutants) in Section 4.7, Hydrology and Water Quality.	See Mitigation Measure 4.7-4	See Mitigation Measure 4.7-4	See Mitigation Measure 4.7-4
	k) The roadway system shall be designed to accommodate the usage of neighborhood electric vehicles (NEVs).	Applicant	G	DSD
	l) Provide bus turnouts and transit shelters on roadways that are to be served by bus transit in the future in accordance with City improvement standards and as otherwise directed by City's Development Services Director.	Applicant	G	DSD
	m) Water used during construction shall be reclaimed water.	Applicant	C	PSD

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Initial Study Mitigation Measures				
Building height in air safety zone	**Hazards and Hazardous Materials Mitigation Measure 1** *The project developer shall request an airspace review for any building over 150 feet tall.*	Applicant	B	DSD
Historical/archaeological resources	**Cultural Resources Mitigation Measure 2** *The project proponent shall provide proof to the City that no structures on-site are over 50 years old. If structures on-site are discovered to be 50 years old or older, or the age cannot be determined, a qualified professional shall be hired by the project proponent to evaluate the structures for historical significance and provide mitigation measures, if needed. Compliance with mitigation measures shall be demonstrated to the City prior to construction activities. All reports shall be filed with the appropriate CHRIS Information Center.*	Applicant	G	DSD
	Cultural Resources Mitigation Measure 3 *a) In the event any historic surface or subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, shell, obsidian, mortars, or human remains, are uncovered during construction, work within 100 feet of the find shall cease and a qualified archaeologist shall be contacted to determine if the resource is significant. If the find is determined to be of significance, resources (such as grinding stones and mano fragments) shall be donated to an appropriate cultural center.* *b) When Native American archaeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by qualified archaeologists who are either certified by the Society of Professional Archaeologists (SOPA) or meet the federal standards as stated in the Code of Federal Regulations (36 C.F.R. 61), and Native American representatives*	Applicant	C	PSD

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	who are approved by the local Native American community as scholars of their cultural traditions. *c) In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. When historic archaeological sites or historic architectural features are involved, all identification and treatment is to be carried out by historical archaeologists or architectural historians. These individuals shall meet either SOPA or 36 C.F.R. 61 requirements.* *d) If human bone or bone of unknown origin is found during construction, all work shall stop in the vicinity of the find and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission who shall notify the person it believes to be the most likely descendent. The most likely descendent shall work with the contractor to develop a program for reinterment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have been carried out.* **Cultural Resources Mitigation Measure 4** *Should any evidence of paleontological resources (e.g., fossils) be encountered during grading or excavation either onsite or offsite as a result of a project improvement, work shall be suspended within 100 feet of the find, and the City of Lincoln shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with a qualified paleontologist as needed to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery excavations. The contractor shall implement any measures deemed necessary by the City for the protection of the paleontological resources.*	Applicant	C	PSD

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	Tribal Cultural Resources Mitigation Measure 1 *The following language shall be noted on any project Improvement Plans involving the Village 7B project site, subject to review and approval by the City of Lincoln Community Development Department:* *The project proponent or their construction contractor shall comply with the following measure to assist with identification of TCRs at the earliest possible time during project-related earthmoving activities associated with the Village 7B project site:* • *Native American Tribes are experts in their Tribal Cultural Resources (TCRs) who have the statutory authority and expertise to identify sites or objects of cultural value to their Tribe and to recommend appropriate treatment and final disposition of such sites or objects.* • *The project proponent shall contact the UAIC at least two weeks prior to project ground-disturbing activities to retain the services of a Tribal Monitor(s). The duration of the construction schedule and Tribal Monitoring shall be determined at this time.* • *A contracted Tribal Monitor(s) shall monitor the vegetation grubbing, stripping, grading, trenching, and other ground-disturbing activities in the Village 7B project site. All ground-disturbing activities in this area shall be subject to Tribal Monitoring unless otherwise determined unnecessary by the UAIC.* • *Tribal Monitors or Tribal Representatives shall have the authority to direct that work be temporarily paused, diverted, or slowed within 100 feet of the immediate impact area if sites or objects of potential significance are identified. The temporary pause/diversion shall be of an adequate duration for the Tribal Representative to examine the resource.*	Applicant	G	City of Lincoln Community Development Department

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

Timing of Action
I = Prior to Final Map Approval
G = Prior to Improvement Plan/Grading Permit
C = During Construction/Grading
O = Prior to Occupancy
B = Prior to Building Permit

TABLE 2
VILLAGE 7 SPECIFIC PLAN PROJECT – VILLAGE 7 PROGRAMMATIC PORTION MITIGATION MONITORING PROGRAM

Impact	Mitigation Measures – Village 7 Programmatic Portion	Responsible Entity	Timing / Milestones	Monitoring and Enforcement Responsibility
	• *Appropriate treatment of TCRs may include but is not limited to:* A. *Recordation of the resource(s)* B. *Avoidance and preservation of the resource(s)* C. *Reburial of the resource(s) onsite in a designated area subject to no future disturbance. The location of the reburial shall be acceptable to the UAIC.* • *To track the implementation of this measure, the Tribal Monitor(s) shall document field-monitoring activities on a Tribal Monitor log.* • *The Tribal Monitor(s) shall wear the appropriate safety equipment while on the construction site.* • *The Tribal Monitor(s), in consultation with the UAIC THPO and the City, shall determine an end or reduction to the on-site monitoring if/when construction activities have a low potential for impacting Tribal Cultural Resources.* **Tribal Cultural Resources Mitigation Measure 2** *The following mitigation measure is intended to address the identification and treatment of unanticipated discoveries of potential tribal cultural resources (TCRs) or resources of cultural significance to UAIC during ground disturbing activities.* • *If any suspected TCRs or resources of cultural significance to UAIC, including but not limited to features, anthropogenic/cultural soils, cultural belongings or objects (artifacts), shell, bone, shaped stones or bone, or ash/charcoal deposits are discovered by any person during construction activities including ground disturbing activities, all work shall pause immediately within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. Work shall cease in and within the immediate vicinity of the find regardless of whether the construction is being actively monitored by a Tribal Monitor, cultural resources specialist, or professional archaeologist.*	Applicant	Immediately, following the discovery of any suspected TCRs or resources of cultural significance to UAIC during construction activities.	City of Lincoln Community Development Department Placer County Coroner

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VILLAGE 7 SPECIFIC PLAN PROJECT – VILLAGE 7 PROGRAMMATIC PORTION MITIGATION MONITORING PROGRAM

Impact	Mitigation Measures – Village 7 Programmatic Portion	Responsible Entity	Timing / Milestones	Monitoring and Enforcement Responsibility
	• *A Tribal Representative and the City of Lincoln shall be immediately notified, and the Tribal Representative in coordination with the City of Lincoln shall determine if the find is a TCR (PRC §21074) and the Tribal Representative shall make recommendations for further evaluation and treatment as necessary.* • *Treatment and Documentation:* *A. The culturally affiliated Tribe shall consult with the City of Lincoln to (1) identify the boundaries of the new TCR and (2) if feasible, identify appropriate preservation in place and avoidance measures, including redesign or adjustments to the existing construction process, and long-term management, or 3) if avoidance is infeasible, a reburial location in proximity of the find where no future disturbance is anticipated. Permanent curation of TCRs will not take place unless approved in writing by the culturally affiliated Tribe.* *B. The construction contractor(s) shall provide secure, on-site storage for culturally sensitive soils or objects that are components of TCRs that are found or recovered during construction. Only Tribal Representatives shall have access to the storage. Storage size shall be determined by the nature of the TCR and can range from a small lock box to a conex box (shipping container). A secure (locked), fenced area can also provide adequate on-site storage if larger amounts of material must be stored.* *C. The construction contractor(s) and City of Lincoln shall facilitate the respectful reburial of the culturally sensitive soils or objects. This includes providing a reburial location that is consistent with the Tribe's preferences, excavation of the reburial location, and assisting with the reburial, upon request.* *D. Any discoveries shall be documented on a Department of Parks and Recreation (DPR) 523 form within 2 weeks of the discovery and submitted to the appropriate CHRIS center in a timely manner.*			

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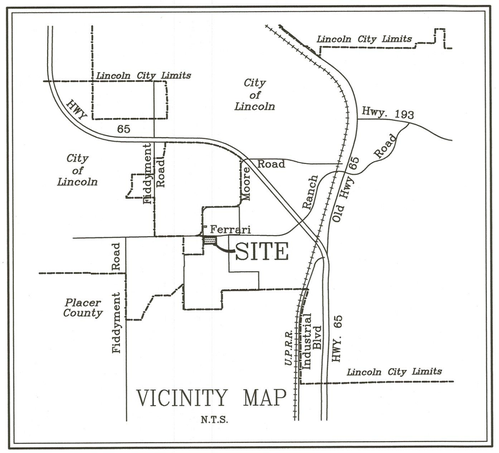
TABLE 2
VILLAGE 7 SPECIFIC PLAN PROJECT – VILLAGE 7 PROGRAMMATIC PORTION MITIGATION MONITORING PROGRAM

Impact	Mitigation Measures – Village 7 Programmatic Portion	Responsible Entity	Timing / Milestones	Monitoring and Enforcement Responsibility
	E. Work at the TCR discovery location shall not resume until authorization is granted by the City of Lincoln in coordination with the culturally affiliated Tribe. *F. If articulated or disarticulated human remains, or human remains in any state of decomposition or skeletal completeness are discovered during construction activities, the Placer County Coroner and the culturally affiliated Tribe shall be contacted immediately. Upon determination by the County Coroner that the find is Native American in origin, the Native American Heritage Commission will assign the Most Likely Descendent who will work with the project proponent to define appropriate treatment and disposition of the burials.*			

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Attachment 5 Exhibit C



DEVIATIONS FROM STANDARDS

1 OFFSET ELBOW BULB (SEE DETAIL)

Land Use Summary

Village/ Lot #	SP/Zoning Designation	Land Use / Lot Size	Acres Gross	Acres Net	Dwelling Units	Gross Density
8	VMDR	Village Medium Density Residential / 50' x 50' (1)	11.3	7.7	110	9.7
A & D	VOS/LP	Village Open Space (Linear Parkway) (Public Dedication)	0.4	0.4	-	-
B & C	VOS/MP	Village Open Space (Major Paseos) (Public Dedication)	-	0.1	-	-
ROW	Major ROW	Banner Drive /Anthem Drive (Public Dedication)	0.4	0.4	-	-
ROW	VMDR	Residential Streets (Public Dedication)	-	3.5	-	-
Total			**12.1**	**12.1**	**110**	-

(1) Note - Minimum lot widths and depths are nominal sizes to be used on typical rectangular lots. Variation(s) from minimum lot widths and depths are permitted for non-typically shaped lots providing that a standard building envelope, based on the nominal lot size and required setbacks, fits on the lot.

LICENSED LAND SURVEYOR
PEDRO JARQUIN
12/31/27
No. 8268
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

The boundary shown hereon is based on the legal description as described in the preliminary title report issued by Fidelity National Title Company, Order No. FSSE-0102501012, Dated: December 8, 2025. All easements shown in the report are shown hereon or if an easement is not plottable or blanket, a note to that effect is shown hereon. any public easements to be abandoned are shown as "to be abandoned with the final map" (if applicable).

PEDRO JARQUIN — DATE 2/26/26

TENTATIVE MAP NOTES

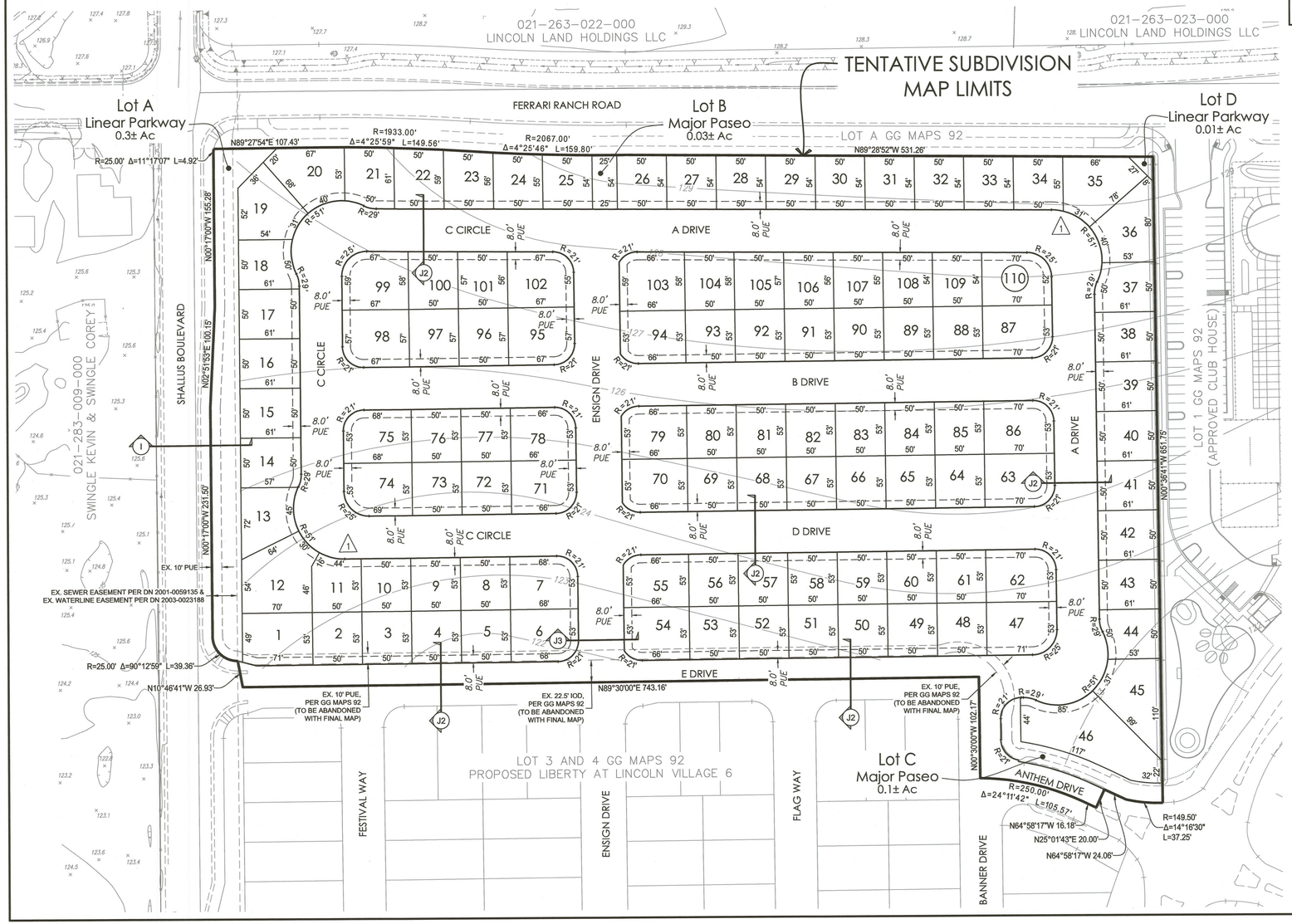
1. Lot lines may be adjusted at the time of final map preparation provided the general lotting scheme is preserved and no new additional residential lots are created, subject to the approval of the City of Lincoln.
2. Pursuant to government code Section 66463.1, the subdivider may file multiple final maps based upon this map. The filing of a final map on a portion of this map shall not invalidate any part of this map.
3. This map may be phased provided public safety issues are addressed, subject to the approval of the City of Lincoln.
4. Lot numbering on this map is for identification purposes only and may differ on the final map/s.
5. Minor adjustment to the street pattern shown hereon is permitted provided the overall circulation pattern remains substantially the same, subject to the approval of the city of Lincoln.
6. Street names shown hereon are for identification purposes only. Final street name & right-of-way geometry will be determined at the time of final map and improvement plan preparation.
7. Lot dimensions and acreages shown on this map are illustrative only. Actual lot dimensions and acreages will be established with the final map/s.
8. Additional easements to accommodate new public utility improvements, access required for lot development, open space or drainage improvements, slopes, or similar mapping requirements needed to accomplish the final design, may be added with each final map.
9. A minimum 8' public utility easement (PUE) will be located adjacent to all public street rights-of-way as established by this map.
10. Topographic information shown hereon is from Geo Maps, October 2021, and is based on the City of Lincoln control point no. " BM A 855" elev. 127.877'. NGS benchmark disk stamped "A 855 1949" set in concrete monument 39± East of E. SPRR rail, 31.5± West of centerline Industrial Ave. at curve 0.1± mi West of intersection with Hwy. 65 2.5± mi S. of Lincoln. NGS PID JS0897.
11. This application is for a development permit.
12. The following easements are proposed to be abandoned with the final map:
    a. 22.5' IOD. per GG MAPS 92
    b. 10' PUE per GG MAPS 92
13. The following easements described in the PTR are offsite and not shown hereon:
    a. Roadway and public utility easement per DN 20010059134
    b. Conservation easement per DN 20250016596

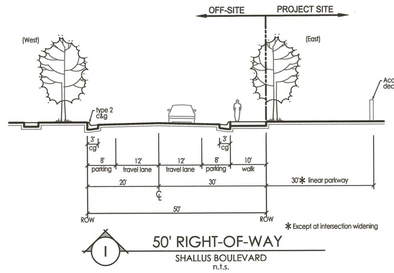
TENTATIVE MAP INFORMATION

PROJECT DESCRIPTION:	Lot 2 of GG maps 92, Placer County, California
APPLICANT:	Lewis Planned Communities 9216 Kiefer Blvd. Ste 4 Sacramento, CA 95826
OWNERS:	Lincoln Land Holdings, LLC 9216 Kiefer Blvd. Ste 4 Sacramento, CA 95826
ENGINEER:	MacKay & Somps Civil Engineers, Inc. 1025 Creekside Ridge Drive, Suite 150 Roseville, CA 95678 916-773-1189
ASSESSOR'S PARCEL NUMBER:	327-380-002
SITE AREA:	12.1 ± AC.
EXISTING USE:	Vacant / Agricultural
PROPOSED USE:	Medium Density Residential
ZONING / LAND USE:	VMDR
LOT SUMMARY:	114 TOTAL LOTS 110: Single-family Residential lots Largest Lot = 7189±SF Smallest Lot = 2,650±SF Average Lot = 3,050±SF 2: Major Paseo 2: Lots Linear Parkway Lot
SERVICE PROVIDERS:	
Park:	City of Lincoln
Fire:	City of Lincoln
Schools:	Western Placer Unified School District
Domestic Water:	City of Lincoln
Reclaimed Water:	City of Lincoln
Sanitary Sewer:	City of Lincoln
Storm Drainage:	City of Lincoln
Electricity:	PG&E
Gas:	PG&E
Voice/Data Communications:	AT&T, Comcast, Wave Broadband

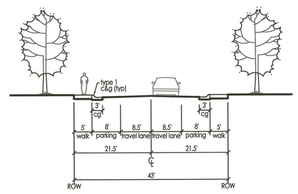
BASIS OF BEARINGS:

The basis of bearings of this survey is N27°06'14"W as shown on the "City of Lincoln ROS #2291" recorded in Book 16 of Surveys, at Page 105, records of Placer County, and was determined from monuments "A855" and "111".

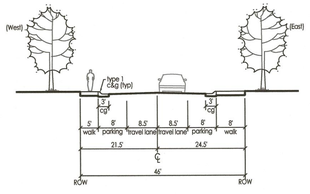




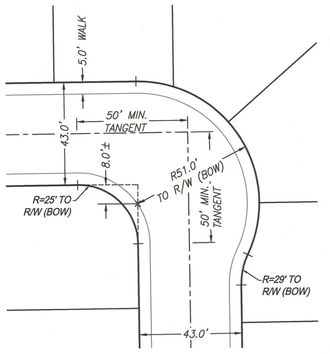
1 50' RIGHT-OF-WAY
SHALLUS BOULEVARD
n.t.s.



J2 43' RIGHT-OF-WAY
RESIDENTIAL STREET
(Parking and Attached Walks Both Sides)
n.t.s.



J3 46' RIGHT-OF-WAY
RESIDENTIAL STREET
(8' Walk On One-Side)
n.t.s.



STANDARDS DEVIATION FOR OFFSET ELBOW
n.t.s.



VESTING TENTATIVE SUBDIVISION MAP

LIBERTY AT LINCOLN - VILLAGE 8

Lincoln, CA

February 26, 2026

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

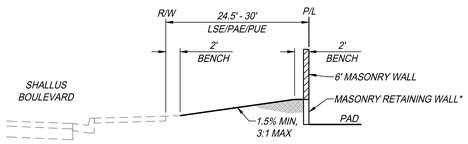
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LEGEND

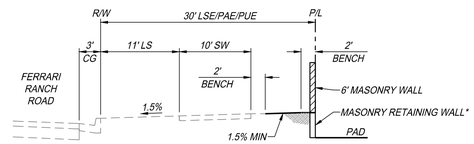
PROPOSED	DESCRIPTION	EXISTING
SD	STORM DRAIN LINE	SD
	STORM DRAIN MANHOLE	
	DROP INLET	
	SLOPE	
0.60%	STREET GRADE / SLOPE	0.60%
123.4	CENTERLINE ELEVATION	117.20
	OVERLAND RELEASE	
P=125.7	PAD GRADE ELEVATION	

Notes:

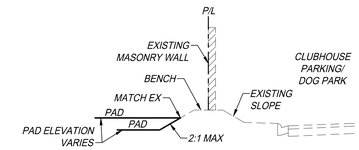
1. All existing utility locations shown are approximate.
2. The proposed utilities and infrastructure shown are conceptual only and are subject to revision.
3. Utilities may be phased depending upon the development sequence of the project, subject to the review of the City of Lincoln.
4. The existing ground contours shown on this exhibit represent the existing grade condition and are for planning level studies only.
5. Grading & utilities shown with screened and/or dashed linework are based on as built plans, surveys or proposed improvement plans.
6. Technical memorandums will be prepared for site water, sewer, and storm drainage infrastructure.
7. Topographic information shown hereon is from GeoMaps, October 2021, based on the City of Lincoln control point no. " BM A 855" elev. 127.877'. NGS benchmark disk stamped "A 855 1949" set in concrete monument 39'± east of E. SPRR rail, 31.5± west of centerline Industrial Ave. at curve 0.1± mi west of intersection with Hwy. 65 2.5± mi S. of Lincoln. NGS PID JS0897.
8. Topographic data shown on this map is in NGVD29.



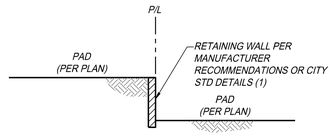
A **GRADING SECTION**
NTS
* EARTHEN SLOPE (2:1 MAX) MAY BE CONSTRUCTED IN LIEU OF RETAINING WALL



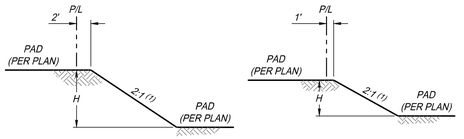
B **GRADING SECTION**
NTS
* EARTHEN SLOPE (2:1 MAX) MAY BE CONSTRUCTED IN LIEU OF RETAINING WALL



C **GRADING SECTION**
NTS



ALTERNATIVE 2



ALTERNATIVE 1

TYPICAL SIDE AND REAR YARD INTERIOR LOT GRADING
(NTS)

NOTE:
(1) THE DETERMINATION OF RETAINING WALLS OR SIDE SLOPES FOR REAR AND SIDE YARDS SHALL BE DETERMINED DURING THE DESIGN PHASE AND PREPARATION OF IMPROVEMENT PLANS



N

0 30 60 120
SCALE: 1"=60'

PRELIMINARY GRADING & DRAINAGE PLAN

LIBERTY AT LINCOLN - VILLAGE 8

Lincoln, CA

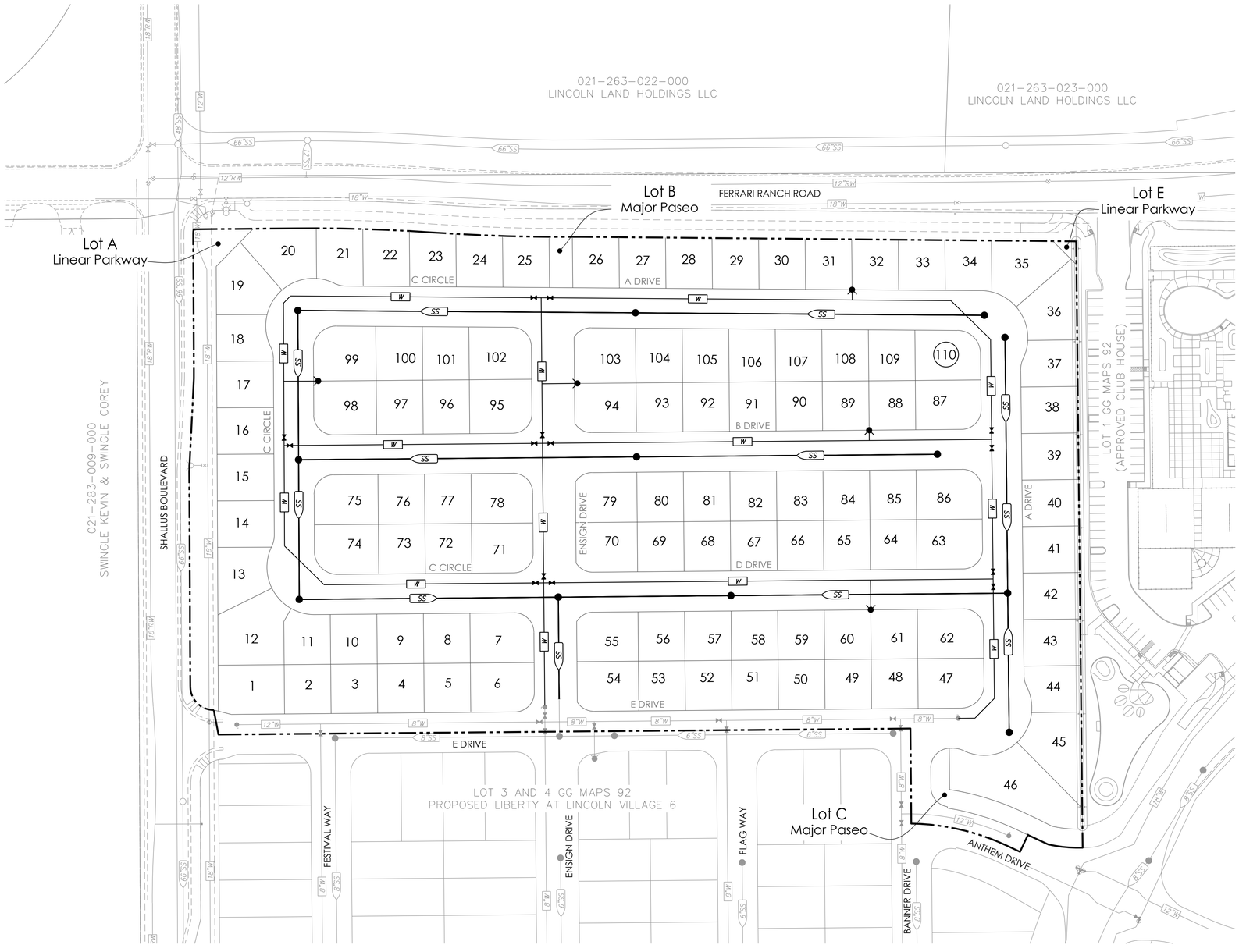
February 26, 2026

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

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LEGEND

PROPOSED	DESCRIPTION	EXISTING
SS	SEWER LINE	8"SS
	SEWER MANHOLE	
W	WATER LINE	12"W
	FIRE HYDRANT ASSEMBLY	
	GATE VALVE	
	BUTTERFLY VALVE	



N

0 30 60 120

SCALE: 1"=60'

PRELIMINARY UTILITY PLAN

LIBERTY AT LINCOLN - VILLAGE 8

Lincoln, CA

February 26, 2026

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

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STAFF REPORT

Item Number 15.A

SUBJECT:	Approval of the Strategic Plan for 2026 which Outlines Specific Goals as Identified by City Council. (Sean Scully)
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Manager's Office
DATE:	September 8, 2026

STAFF RECOMMENDATION:

It is recommended that the Council consider approval of the attached 2026-2027 Strategic Plan update. The attached strategic plan report outlines the specific goals and initiatives identified by the City Council through the strategic planning process.

BACKGROUND/INTRODUCTION:

On June 24, 2026, the City Council conducted a strategic planning session to review priorities and develop the 2026-2027 Strategic Plan update for the City of Lincoln. The plan covers calendar years 2026 and 2027. The two-year planning horizon aligns with the City's two-year budget cycle and supports the alignment of resources with the goals and initiatives identified by the Council. In addition, many of the objectives are multi-year efforts; a two-year planning period provides staff with adequate time to advance and complete the work. While the plan is designed a two year plan, Council has participated in strategic planning sessions on a yearly basis to ensure the work plan continues to align with current conditions.

The City of Lincoln retained a consultant to facilitate development and compilation of the strategic plan update. The update process mirrored the approach used in prior strategic planning efforts. The process began with individual interviews of each City Council member by the consultant, together with discussions with City management regarding available resources, strategic considerations, and current operational capacity. The City Council then held its strategic planning session at Twelve Bridges Library on June 24, 2026, with extensive discussion of important goals, projects, policies, and potential future initiatives. At a core level, the Council considered the efforts it believes are most important for Lincoln to address key issues, including growth, economic development, land use, fiscal health, public infrastructure, and utilities. Staff and community members also provided comment and feedback regarding the funding, achievability, and importance of the goals and issues discussed.

Over the past five years, the City's strategic planning process has proven highly successful in helping the City Council and staff focus limited resources on the projects and initiatives the

Council identifies as most important. The process provides a clear, shared framework for setting priorities, sequencing work, and communicating Council direction to staff and the community. The 2026-2027 Strategic Plan update builds on that successful practice by reaffirming and refining the Council's current priorities.

FINDINGS/ANALYSIS:

The attached strategic plan document details the process by which the update was developed, providing context for members of the public who may not have had an opportunity to watch or attend the June 24, 2026, strategic planning session. The plan organizes objectives into two priority groups and additional categories for items that do not fit within either priority grouping:

Priority Group A: These goals are considered the highest priority, and the Council's expectation is that staff will work on these goals during the first year of the 2026-2027 Strategic Plan.

Priority Group B: These goals are considered high priority, and the Council's expectation is that staff will work on these goals during the second year of the 2026-2027 Strategic Plan. These goals are of equal importance and are in no particular order.

On-Going Projects: These are ongoing projects that the Council considers important. Staff will continue to advance these projects and keep the Council apprised of progress.

The overall intent of the plan is to obtain Council consensus on the work products expected of staff beyond current day-to-day responsibilities. Normal routine duties are not included because they are ongoing services that continue regardless of the plan, including customer service, permitting, law enforcement, maintenance, rehabilitation and replacement projects, and capital improvement projects. The plan helps staff scope and direct resources in a manner that advances the City Council's identified priorities. The plan is intended to remain flexible and may be amended or restructured at the direction of a majority of the Council.

Staff thanks the Council and community for the time and effort invested in the strategic planning process. If approved and formally adopted, staff will publish the final 2026-2027 Strategic Plan on the City website and share it with the community through normal communication channels.

FISCAL IMPACT:

There is no direct fiscal impact associated with approval of the strategic plan update. However, individual strategic objectives may have varying fiscal impacts on the City of Lincoln budget. As staff brings individual projects and initiatives forward for Council consideration, each item will include an appropriate fiscal impact analysis.

ATTACHMENTS:

StrategicPlanUpdate_2026 2 (1).pdf



City of Lincoln Strategic Plan

JULY 2026 UPDATE

PRIORITY GROUP "A"

These goals are the Council's top priorities, and staff are expected to work on them throughout the remainder of this Strategic Plan. They are equally important and presented in no specific order.











1. **Obtain a Better Understanding of the City's Property Tax Sharing Agreements.**
   - Staff reviewed all City Property Tax Sharing Agreements and began discussions with Placer County to identify and evaluate potential resolution options.
   - Staff and Council will continue working with the County to identify and evaluate potential resolution options for the City's Property Tax Sharing Agreements.
2. **Continue to Explore Options for the City to Pursue Better Development Strategies that Supports Sustainable Smart Growth.**
   - After initial Council discussion, staff prepared recommended revisions to the current 40% open space requirement and will present the report to the Council for consideration.
   - Staff will explore and recommend options for workplace, stand-alone housing, and housing diversion studies, then report back to the Council.
3. **Develop an Airport Strategic Plan to Generate Growth and Revenue.**
   - Staff will work with the Airport Committee to develop an Airport Strategic Plan that supports growth and revenue generation while evaluating future improvements, including a control tower and runway reconstruction.
   - Once completed, staff will present the Airport Strategic Plan to the Council for review and consideration.
4. **Staff Continue Research on City's Lighting and Landscape Districts.**
   - Staff continue to conduct research on updating the City's LLDs, develop a strategy to move forward, and present considerations to Council in early 2027.
5. **Monitor the Municipalization of Electrical Power Options and Identify Alternative Options Available to the City.**
   - Staff will explore more affordable utility options to help the community address rising PG&E costs, such as SPOT POUs, and report back to the Council.
   - Staff to continue to pursue alternative power options with new developments.
6. **Explore and Identify Opportunities to Fast-Track Village 5 Regional Sports Complex.**
   - Staff explore and identify opportunities to fast-track Village 5 regional sports complex and report back to Council.

PRIORITY GROUP "B"

These are the Council's secondary high-priority goals that are expected to be addressed by staff during the remainder of this Strategic Plan. They are equally important and presented in no specific order.

1. **Continue to Explore Revenue Generation Options for the City of Lincoln to Adequately Provide for City Services and Needs in the Future.**
   - City has successfully placed a 1% sales tax increase (Measure F) on the November 2026 ballot. Staff will continue to monitor and apprise Council on this issue.
   - Staff should continue exploring additional revenue-generating options, including but not limited to retail and wholesale cannabis operations, and report findings to the Council.
2. **Continue to Explore Options to Reduce Heavy Truck Traffic on Lincoln Blvd.**
   - Staff should continue exploring additional options to reduce heavy truck traffic and report findings to the Council.
3. **Review the 2027 All-American City Designation Theme and Consider Whether to Apply.**
   - Staff and Council to review the 2027 All-American City theme and consider whether to apply.
   - If the Council decides to apply, improve community engagement throughout the process.
4. **Continue the Development and Implementation of an Economic Master Plan.**
   - Include developing sports and agri-business tourism and being open to exploring other options



ONGOING PROJECTS

These ongoing projects are important to the Council, and staff will continue working on them and reporting back to the Council. They are equally important and presented in no specific order.

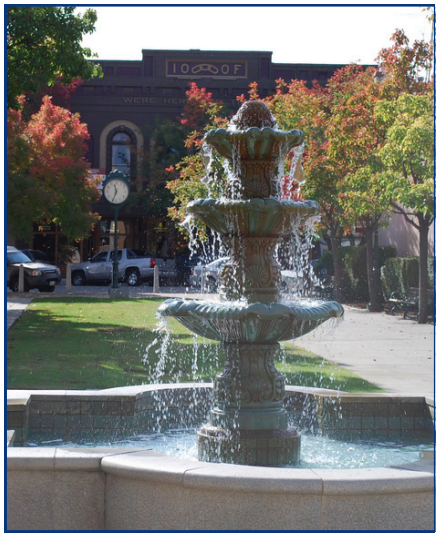
- Propose Master Plan process for SUD-A annexation with a focus on land use and economic opportunities.

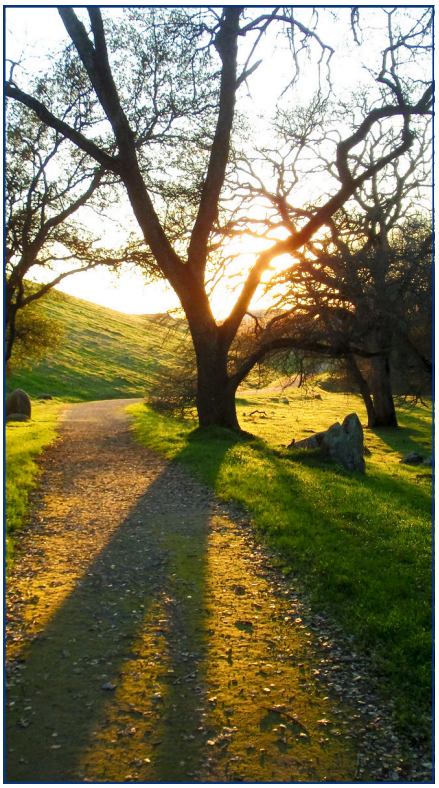
- Identify and recommend options for wayfinding signage in Lincoln, including opportunities for effective electronic signage.

- Explore and identify commercial opportunities for Lincoln-created technology projects.
- Continue to explore and expand AI opportunities for City.

- Explore options to reduce the cost of using goat herds to remove dead grass from open spaces, including raising and maintaining City-owned goats.

- Begin initial exploration into City funded and operated Animal Control services.







STAFF REPORT

Item Number 15.B

SUBJECT: Adopt a Resolution Approving the Artificial Intelligence (AI) Acceptable Use Policy. (Jennifer Brown)

SUBMITTED BY: Jennifer Brown

DEPARTMENT: Information Technology

DATE: September 8, 2026

STAFF RECOMMENDATION:
Staff recommends that City Council adopt a resolution approving the AI Acceptable Use Policy.

BACKGROUND/INTRODUCTION:

As AI technologies become more common in workplace software and business processes, the City recognizes the need to establish guardrails that support innovation while protecting sensitive information, maintaining public trust, and ensuring compliance with applicable laws, regulations, and ethical standards.

FINDINGS/ANALYSIS:
This policy is intended to define when and how AI tools may be used by City staff, identify prohibited uses, and clarify employee responsibilities related to data protection, human oversight, transparency, and accountability. The policy takes advantage of AI's potential benefits such as improving efficiency, enhancing service delivery, and supporting staff productivity. All while reducing risks associated with privacy, security, accuracy, bias, records retention, and decision-making. Adoption of this policy will create a consistent framework for evaluating and using AI technologies in a manner aligned with the City's operational needs and public sector responsibilities.

Given these factors, the City's proposed AI Acceptable Use Policy was developed using recognized industry best practices for responsible AI governance and public sector technology oversight. The policy was also informed by resources and guidance from the San Jose GovAI Coalition, and other local government partners, to help ensure alignment with emerging municipal standards and practical public agency use cases. In addition, the draft policy was reviewed by a consultant to provide an external perspective on policy structure, risk management, and implementation considerations.

Because AI technologies, regulations, and use cases are evolving rapidly, this policy is

intended to serve as a living document that will require periodic review and updates over time. As AI capabilities continue to advance and new legal, operational, and security considerations emerge, the City may revise the policy as needed to reflect current best practices, regulatory requirements, and organizational needs. Establishing the policy at this stage provides a foundational governance framework while recognizing that ongoing refinement will be necessary to support responsible and effective use of AI in City operations.

ATTACHMENTS:
DOC2.AI_UsePolicy_FINAL.docx

DOC1.AIPolicy.Reso_Brown (2).docx

AI Acceptable Use Policy

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Purpose and Scope

The purpose of this policy is to establish clear, consistent rules for the responsible use of Artificial Intelligence (AI) technologies by the City of Lincoln to improve public services, decision-making, operational efficiency, equity, and resident experience.

- Protect residents, employees, and the City from risks associated with AI (e.g., privacy breaches, bias, misinformation, security vulnerabilities, intellectual property infringement).
- Ensure AI use complies with applicable laws, regulations, contracts, and City policies, including but not limited to: California Public Records Act (Gov. Code §7920 et seq.), Bagley-Keene/ Brown Act (as applicable to open meetings and public transparency), California Consumer Privacy Act/California Privacy Rights Act (CCPA/CPRA), information security standards (e.g., NIST SP 800-53/800-171 controls adopted by the City), records retention schedules, accessibility requirements (ADA/Section 508), procurement and contracting rules, and any grant-or program-specific conditions (e.g., CJIS for law enforcement systems, HIPAA/FERPA where applicable).
- Promote ethical, transparent, and human-centered AI practices, including human oversight of consequential outcomes, documentation, and continuous monitoring.
- Define accountability for AI decisions and outputs used in City operations and interactions with the public.

The scope of this policy applies to all Staff (full-time, part-time), As-Needed (temporary) Staff, consultants, contractors, partners, and volunteers, City of Lincoln departments, divisions, boards/commissions and enterprise functions.

- Applies wherever City business is conducted, including remote work, field operations, and shared service environments.
- Extends to third parties processing City data or delivering AI-enabled services; contracts must include AI, privacy, IP, security, and transparency requirements.

Exclusions and exceptions:

- Personal use unrelated to City business on personal accounts is out of scope; however, use of City data or representation as a City official brings the activity into scope.
- Research, pilots, or innovation sandboxes are in scope but may operate under limited, pre-approved exceptions with documented controls and time-boxed evaluations.
- Any exception must be formally approved by the CITO (or designee) with documented compensating controls and an expiration date.

Updates and edits:

Due to the nature of AI and the frequent advancements, changes and new laws all people that use AI for City business must refer back to the policy frequently for updates.

Roles & Responsibilities

Several roles are responsible for adhering to this policy, outlined below.

All Employees

All employees must be familiar with this policy, including the Guiding Principles. All employees must use AI tools responsibly.

All employees must complete generative AI training provided by City of Lincoln.

Department Heads, Division Managers, Supervisors

Department heads, division managers, and supervisors are responsible for ensuring staff are trained with this policy and that regular reviews of the policy with staff are performed, as well as review/oversight of the uses of AI within the department for conformance with the terms of this Policy.

Information Technology Department

Receive reports of instances when private information to public generative AI tools is released and follow similar procedures as they would under a cyber security breach.

The Chief Innovation and Technology Officer (CITO) or designee will approve general use of an AI tool procured for City of Lincoln use and must actively ensure AI systems are used in accordance with the City of Lincoln's Information and System Security Policies.

City Attorney’s Office

The City Attorney’s Office is responsible for responding to legal issues arising from the use of AI tools by or on behalf of City of Lincoln departments.

City Manager’s Office

The City Manager’s Office or designee may, at their discretion, inspect the usage of AI tools and require a department to alter or cease its usage of AI tools or a partner's usage of AI tools on behalf of the department.

Finance Department

The Finance Department – Purchasing Division in collaboration with the IT Department is responsible for overseeing the procurement of AI tools and requiring vendors to comply with City of Lincoln's policy standards through contractual agreements.

Artificial Intelligence Defined

Artificial Intelligence (AI) is a set of computational techniques and systems that perform tasks that typically require human intelligence—such as understanding, predicting, generating, or deciding—by learning from data, rules, or experience. AI systems sense or receive inputs, process them using models or logic, and produce outputs (e.g., predictions, classifications, content, recommendations, or actions) with varying levels of autonomy. Human oversight remains accountable for all AI-assisted outcomes.

- If a tool markets an “AI,” “copilot,” “predictive,” or “smart” feature, treat it as AI under this policy.
- When uncertain whether a technology is AI, default to in-scope and route to the City’s AI review process for determination.

Guiding Principles

The Guiding Principles serve as recommendations around responsible AI usage.

Accountability

- Staff should use approved AI tools with the understanding that they are not perfect. Staff are responsible for their work product. Staff should review AI outputs and work deliverables while acknowledging that while City of Lincoln may own the outputs, staff members do not.

Transparency

- Staff should be transparent in their use of AI and disclose when AI tools have contributed substantially to work product; this ensures the work can be reviewed for inaccuracies. For example, disclaimers such as the following may be used when appropriate: "Created with the assistance of AI and reviewed by City of Lincoln."
- Use of AI may be subject to Public Records Act (PRA) requests. Staff should not input anything that is not already public record.

Privacy and Security

- Staff shall not submit any PII into AI tools. Inserting such information into AI tools creates a significant risk of public exposure of this information to other customers of the platform.
- Staff are required to use individual City of Lincoln accounts when using AI tools to conduct City of Lincoln business. Staff should not use AI tools with City of Lincoln accounts for personal use.

Accuracy

- Generative AI is trained on vast amounts of data including the Internet, and therefore the output of generative AI may contain inaccuracies. As well, each AI tool algorithm and dataset may include biases, or such bias may result from or be triggered by the wording of Staff input.
- Generative AI can produce hallucinations (false or misleading information presented as fact), and/or other unanticipated outputs which can put City of Lincoln at risk. These outputs often stem from the model's attempt to generate data that fits the request pattern without a factual basis.
- Staff should review all generative AI output for accuracy, relevancy, validity and that it is free from bias.

Responsible Use

- Staff are encouraged to experiment with AI tools responsibly by being knowledgeable of risks and taking the required training.
- Staff should be aware of proprietary or intellectual property (IP)[1] rights and issues during the use of AI tools. Specifically:

[1] Intellectual Property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. Such works may be protected in law by, for

1. AI tools may create new IP based on Staff input; IP created in the course and scope of your employment is owned by City of Lincoln as your employer,
2. AI tools may create IP based on third party materials provided by Staff input; this modification or derivative work may not be owned by City of Lincoln and the creation may violate the third party's IP rights, and
3. Modifications or derivative works might be created based on City of Lincoln IP; City of Lincoln may lose IP rights if certain IP (copyrighted software, trade secrets, etc.) are provided to generative AI tools (such a disclosure might also violate City of Lincoln confidentiality obligations).

Equity

- Generative AI may reflect personal thoughts and opinions found on the Internet and could perpetuate harmful biases. Staff should be aware of biases in the input and output.
- Staff should review the output for word choice, tone, and partiality or unfairness towards specific demographics.

Staffing

- The use of generative AI pursuant to this Policy is intended to be an efficiency tool for staff and not intended to be a substitute for staffing.
- The use of generative AI should not replace or diminish minimum qualifications, knowledge, skills, or abilities associated with any job classifications.

Public Purpose

- All efforts staff put forward are for the overall benefit of the community and City of Lincoln as a public entity. AI tools shall be used in a way that benefits the public. AI generated output from public data also fall under public records act.

example, patents, copyright and trademarks, which enable people to earn recognition or financial benefit from what they invent or create. [Information from the United Nations' World Intellectual Property Organization.]

Awareness/Training

This section outlines City of Lincoln's requirements for staff awareness and training related to AI tools and usage.

Training Requirements:

- City of Lincoln provides mandatory annual training for all employees on responsible AI usage.
- AI training may be delivered as a standalone program or integrated into existing cybersecurity awareness programs.
- All staff are required to complete this training at least once per year.

Employee Responsibilities:

- Employees must actively participate in the provided AI training and apply learned principles in daily work activities.
- Supervisors are responsible for ensuring that all team members complete the annual training.

This structured training ensures continuous staff awareness and promotes responsible and compliant use of AI technologies within City of Lincoln.

Acceptable Use/Tools

Generative AI tools that fall within this policy (both public open AI tools, and those procured and approved by City of Lincoln), are considered acceptable, including but not limited to the following uses:

- Drafting, generating, and editing non-sensitive documents, such as public correspondence, using products like ChatGPT, Google Gemini, Microsoft Copilot, Anthropic Claude and GovAI.
- Graphic design tools like Adobe Photoshop and Canva for image generation, image manipulation, and generative fill.
- AI-powered search engines like Google, Bing, ArcSearch, and Perplexity.
- Text to speech tools used to create voice overs for trainings and other recordings.
- Translating text into multiple languages.
- Uses specifically authorized by the Chief Innovation and Technology Officer, in accordance with the requirements of this Policy.

Sensitive Data

Compliance with Regulations:

- All AI technology and related processes must comply with federal, state, and local regulations governing sensitive data, including but not limited to HIPAA (Health Insurance Portability and Accountability Act), California Privacy Rights Act (CPRA), CLETS (California Law Enforcement Telecommunications System), CJIS (Criminal Justice Information Systems).

Prohibited Uses of AI:

- AI systems must not process, analyze, or store sensitive data unless explicitly authorized and compliant with regulatory requirements.
- Sensitive data must not be used to train AI models unless anonymized and approved by legal and compliance teams.
- Wearable AI/AR glasses are not permitted for City business. City personnel and contractors must not use Meta smart glasses (including Ray-Ban Meta) or any similar wearable device with cameras, microphones, live-streaming, transcription, or AI-assistance features to:
    - record, photograph, or live-stream in any City workplace, facility, vehicle, job site, or during any City meeting or field interaction;
    - capture or transmit City information (including screen content, documents, conversations, or ambient audio);
    - use AI features (e.g., voice assistant, “look and ask,” real-time transcription/translation, summarization) in connection with City work; or
    - connect to City systems (email, Teams/Zoom, shared drives, case management systems, CJIS/FCI environments, etc.), even if only for “hands-free” access.

Examples of Prohibited Data in AI Systems:

- Social Security Numbers (SSNs)
- Driver's license or state ID numbers
- CLETS-accessed information such as criminal history data
- CJIS data, including fingerprints, mugshots, or case files
- Financial information such as credit card numbers or bank account details
- Medical records or protected health information (PHI) under HIPAA
- Confidential business information or trade secrets
- Passwords, private keys, or authentication credentials
- Any data that violates confidentiality agreements or organizational policies

Data Handling and Security:

- Access to sensitive data must be restricted to authorized personnel with a legitimate business need.

- Logs of data access and AI interactions with sensitive data must be maintained and regularly reviewed.

Prohibited Use

In addition to all applicable laws, regulations, and existing City of Lincoln policies (e.g., Privacy Policy, Code of Conduct, Non-Discrimination Policy), the following uses of AI are prohibited:

1. **Discrimination or Bias**
    a. Using AI in ways that unlawfully discriminate or create disparate impacts on protected groups.
    b. Deploying AI tools that have not been vetted to mitigate bias.
2. **Privacy Violations**
    a. Collecting, analyzing, or sharing personal or sensitive data via AI beyond authorized purposes.
    b. Violating privacy rights or data security requirements
3. **Fully Automated Decisions**
    a. Making high-impact determinations (e.g., eligibility, fines) purely through AI without human review.
    b. Bypassing established review or appeals processes
4. **Deceptive or Manipulative Use**
    a. Creating "deepfakes," disinformation, or deceptive content with AI.
    b. Engaging in conduct that erodes public trust or transparency.
5. **Misuse in Elections or Campaigns**
    a. Employing AI to influence political campaigns or ballot measures with City of Lincoln resources
6. **Security and System Misuse**
    a. Deploying AI that compromises networks, data systems, or public safety
    b. Conducting unauthorized "penetration testing" or hacking attempts
7. **Violations of Intellectual Property**
    a. Using AI to infringe copyrights, patents, or trade secrets.
    b. Engaging in unlicensed reverse-engineering of proprietary AI tools
8. **Using non-approved AI tools**
    a. Deploying or utilizing AI software, hardware, applications, browser extensions or platforms that have not been formally reviewed and approved by City of Lincoln's designated oversight body or IT Department.

b. Inputting any City of Lincoln data (including PII, confidential, or sensitive information) into unapproved or publicly available AI services without explicit authorization.

c. Conducting "shadow IT" AI projects—where staff independently implement AI tools outside the official approval and governance processes—and thereby bypassing established risk assessments, security protocols, or procurement requirements.

Vendors

Vendor Compliance and AI Integration

This section outlines the expectations, best practices, and responsibilities for vendors providing goods or services that involve the use of AI systems in alignment with City of Lincoln's policies. These guidelines ensure that vendor relationships remain transparent, effective, and compliant with ethical standards, regulations, and public interests, particularly regarding sensitive data protection.

1. Vendor Contracts and Agreements

- **Clear Scope of Work:** Vendors must clearly define their deliverables, capabilities, and the expected outcomes for any AI-related systems and services provided. Contracts should outline AI system functions and any limitations to avoid misuse or overreach.
- **Ownership of Data:** City of Lincoln retains full ownership of any data generated by or through AI systems. Vendors are prohibited from using City of Lincoln's data for any purpose beyond the scope of the contract and must comply with all applicable data privacy and security regulations.
- **Liability and Accountability:** Vendors are responsible for any AI-related issues impacting City of Lincoln operations. This includes system failures, security breaches, or the unintentional misuse of AI tools. Vendors must address and resolve any AI issues promptly.
- **Compliance with Regulations:** Vendors must explicitly commit to complying with all applicable local, state, and federal regulations related to sensitive data privacy, security, and AI usage (e.g., HIPAA, CLETS, CJIS, etc.). This includes data processing and ensuring AI systems are used responsibly and ethically.

2. Vendor Communications

- **Transparency and Clarity:** Vendors are expected to communicate regularly with City of Lincoln, providing updates on system performance, maintenance schedules, and new AI features or tools. Communication should be clear and easily understood by City of Lincoln officials, avoiding overly technical language.
- **Incident Reporting:** Vendors are obligated to immediately report any AI system failures or breaches that could compromise City of Lincoln's data or operations. Transparent and timely incident reporting is crucial to mitigate risks and ensure continuous improvement.
- **Support and Feedback Channels:** Vendors should provide clear avenues for City of Lincoln to report issues or seek support, ensuring prompt responses to inquiries or technical challenges.

3. Purchasing and Procurement Guidelines

AI software purchases shall adhere to the existing procurement guidelines of City of Lincoln.

4. AI System Monitoring and Accountability

- **Performance Monitoring**: City of Lincoln will regularly assess the performance of AI systems to ensure that they meet the established standards and objectives outlined in the contract. Vendors must cooperate with City of Lincoln in providing regular performance reports, audits, and any necessary adjustments to improve system functionality.
- **Error Management and Resolution**: AI systems must be regularly tested to ensure they deliver accurate and reliable results. Vendors must provide a process for promptly identifying, reporting, and resolving errors or inaccuracies that affect the system's performance or outcomes.
- **Transparency in AI Decision-Making**: Vendors must ensure that AI systems are transparent in their decision-making processes. City of Lincoln must have a clear understanding of the logic, algorithms, and methodologies used by AI systems, including how they arrive at decisions or recommendations.

5. Data Security and Privacy

- **Data Protection**: Vendors must ensure that all data processed by AI systems is protected in accordance with City of Lincoln's data privacy policies. This includes adhering to encryption, access controls, and data protection laws at all levels (local, state, and federal).
- **Handling Sensitive Data**: Vendors are prohibited from processing, analyzing, or storing sensitive data, such as personally identifiable information (PII), medical records, financial data, or criminal history data, unless explicitly authorized in the contract and in compliance with regulatory standards.
- **Incident Reporting**: Vendors must immediately report any breaches or security incidents that involve AI systems. This includes any accidental or unauthorized access, data leaks, or failures in the AI system that compromise sensitive data.
- **Data Retention and Disposal**: City of Lincoln will define the retention period for data processed by AI systems. Vendors must adhere to this retention period and ensure that all data is securely disposed of once it is no longer needed, in line with City of Lincoln's data retention policies.

6. Meeting Recording and AI Tools Usage

- **Ethical Use of AI in Meetings:** If AI tools are used to record or analyze meetings (e.g., transcriptions, summarization), vendors must ensure these tools comply with privacy and consent regulations. Participants must be informed and provide consent before any AI recording occurs.
- **Transparency of AI-Generated Content:** City of Lincoln should have access to AI-generated content, such as transcripts or analyses, and the right to review and modify them as necessary. AI tools must not create or store content without clear consent or legal basis.

7. Ethical AI and Public Trust

- **Public Transparency**: As part of maintaining public trust, City of Lincoln requires vendors to ensure that their AI systems are transparent and used in ways that do not compromise public confidence. The use of AI by City of Lincoln should be clearly communicated to the public, with a focus on how AI can improve services while respecting privacy and individual rights.
- **Ethical Use**: Vendors must commit to the responsible and ethical use of AI technology, ensuring that it is deployed in ways that benefit the public and align with City of Lincoln's values and priorities.

8. Vendor Evaluation and Continuous Improvement

- **Annual Performance Review**: Vendors and AI systems will undergo an annual review to assess the effectiveness, compliance, and overall performance of the systems provided. City of Lincoln will evaluate the systems based on their ability to meet contract requirements, their impact on City of Lincoln operations, and customer satisfaction.
- **Continuous Improvement**: City of Lincoln encourages vendors to continuously improve the AI systems they provide. This includes offering updates, addressing performance issues, and identifying areas for improvement. Vendors should be proactive in proposing innovations that can enhance City of Lincoln's use of AI technologies.
- **Vendor Feedback**: City of Lincoln will maintain open communication with vendors to gather feedback on AI system usage, performance, and potential enhancements. This feedback loop will help inform future system upgrades or modifications.

9. Vendor Termination or Renewal

- **Contract Renewal**: City of Lincoln will consider contract renewals based on the vendor's performance, continued compliance with City of Lincoln requirements, and the effectiveness of their AI systems. The vendor's ability to meet performance standards and contribute to City of Lincoln's needs will be a key factor in the renewal decision.
- **Termination**: City of Lincoln reserves the right to terminate any vendor contract if the vendor fails to meet agreed-upon performance standards, regulatory compliance, or ethical guidelines. If the contract is terminated, the vendor must assist with the smooth transition of services and ensure that all City of Lincoln data is handled securely.

Policy Definitions

- **AI (Artificial Intelligence)** — A software system capable of performing tasks that typically require human intelligence, such as pattern recognition, decision-making, or language understanding, often using algorithms and neural networks to compute.
    - **Machine Learning (ML)** — A subset of AI where systems learn from data sets to identify patterns, make decisions, and predict outcomes without being explicitly programmed for specific tasks.
    - **Generative AI (GenAI)** — A type of AI that creates new content such as text, images, videos, or sounds.

    - **Artificial General Intelligence (AGI)** — The concept of an AI system that has the capability to perform any intellectual task that a human being can do. This type of AI is considered hypothetical as it has not been achieved yet and would imply true cognitive abilities comparable to human intelligence.

- **GPT (Generative Pretrained Transformer)** — A type of machine learning model that uses transformer architecture to process sequences of data and generate outputs based on pre-trained patterns. It is designed to perform generative tasks across various domains, such as text, images, or other data, by leveraging pre-training from large datasets and fine-tuning for specific applications.
- **Large Language Models (LLMs)** — A type of machine learning model trained using large amounts of text data. These models learn nuanced patterns and structure of language.
- **Cloud** — Computing resources and data processing are managed on remote servers hosted by third-party providers. When AI is involved, data is sent to these off-site systems for analysis and computation.
- **On-Premises** — The AI system, including the necessary hardware and software, is installed and managed within the organization's own data centers or servers.
- **On-Device** — The processing and computation of AI tasks are conducted directly on the user's local device, such as a smartphone or computer, without the need to send data to remote servers.
- **Hybrid** — A combination of Cloud, On-Premises, and On-Device deployment models.
- **AI Enhanced Image** — An image that has been digitally enhanced to improve its quality and clarity by AI. Enhancements may include adjustments to color, sharpness, white balance, or resolution upscaling. The enhanced image must retain all original content in a recognizable form, with no new elements added.
- **AI Altered Image** — An image that has been modified using artificial intelligence to add, remove, or alter elements within the image. These changes go beyond simple quality enhancements.
- **AI Generated** — Something created by a GenAI by a prompt. This includes but is not limited to: Text, Image, Video, Voice, Music, Code.
- **Explainability** — The ability of an AI system to explain its decisions or actions in a way that is understandable to humans.
- **Data Privacy** — The practice of safeguarding personal or sensitive information, especially when processed by AI systems.
- **Training Data** — The dataset used to teach an AI model during the training phase, often requiring significant preprocessing and labeling.
- **Bias** — Any systematic error introduced into AI systems during the training phase, which may lead to unfair or inaccurate outcomes. Bias can stem from the training data or the model design and needs to be monitored and mitigated.

- **Human-in-the-Loop (HITL)** — An approach to AI where human intervention is integrated into the AI decision-making process to validate or oversee the outcomes, especially in critical or high-stakes scenarios.
- **AI Risk Assessment** — The process of identifying, analyzing, and mitigating risks associated with the development, deployment, and use of AI systems.
- **Ethical AI** — The practice of developing and deploying AI systems in a manner that aligns with ethical principles, including fairness, transparency, accountability, and respect for user privacy and rights.
- **Sensitive Data** — Any data that is not publicly available and requires protection due to its confidential nature. This includes internal documents not intended for public disclosure, as well as personal information such as Social Security Numbers, credit card details, and other identifiable or financial data.
- **PII (Personally Identifiable Information)** — Data that can be used to distinguish or trace an individual's identity, either alone or when combined with other information, and is a target for attackers in data breaches due to its high value.

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ADOPTING AND APPROVING THE AI ACCEPTABLE USE POLICY

WHEREAS, the City of Lincoln seeks to promote efficient, effective, secure, and accountable municipal operations; and

WHEREAS, artificial intelligence ("AI") technologies are increasingly being incorporated into workplace applications, software platforms, and business processes that may be used in support of City services and internal operations; and

WHEREAS, the City desires to establish clear standards and expectations governing the acceptable use of AI tools by City personnel in order to protect sensitive information, maintain appropriate human oversight, and uphold public trust; and

WHEREAS, the Chief Innovation and Technology Officer has drafted and reviewed the proposed Artificial Intelligence Acceptable Use Policy and finds that adoption of the policy is in the best interest of the City; and

WHEREAS, the City further recognizes that AI technologies, legal requirements, and operational best practices are evolving rapidly, and that the AI Acceptable Use Policy is intended to serve as a living document that may be reviewed and updated as needed to reflect changes in technology, law, risk, and organizational needs.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Lincoln approves the AI Acceptable Use Policy.

PASSED AND ADOPTED this 8th day of September, 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 15.C

SUBJECT: Approval of Successor Memorandum of Understanding between International Union of Operating Engineers, Stationary Local 39, AFL-CIO Professional/Administrative Employee Group and the City of Lincoln and Related Salary Schedule. (Veronica Rodriguez)

SUBMITTED BY: Veronica Rodriguez

DEPARTMENT: Human Resources

DATE: September 8, 2026

STAFF RECOMMENDATION:

Staff recommends City Council consider the attached resolution approving the successor Memorandum of Understanding (MOU) between the International Union of Operating Engineers, Stationary Local 39, AFL-CIO Professional/Administrative Unit (Professional/Administrative Unit) and the City of Lincoln for the term of April 1, 2026 through March 31, 2027, and adopt the related salary schedule. The estimated total increased cost for Fiscal Year 2026/27 is approximately $357,061.

BACKGROUND/INTRODUCTION:

The Professional/Administrative Unit includes 67 employees in professional, administrative, technical, supervisory, and related classifications (please see attached MOU for all included classifications). The prior MOU covered the period of April 1, 2023 through March 31, 2026.

Over the past 7 months, the City and the Professional/Administrative Unit met and conferred in good faith to negotiate the terms of a successor agreement consistent with the Meyers-Milias-Brown Act (MMBA).

The City and the Professional/Administrative Unit reached a tentative agreement on August 11, 2026, for a one-year successor MOU. The tentative agreement was ratified by the Professional/Administrative Unit membership on August 19, 2026. Staff is now requesting approval of the successor MOU and related salary schedule.

FINDINGS/ANALYSIS:

The significant elements of the tentative agreement are described below. These changes to the current MOU are reflected in the attached draft successor MOU (Attachment B). New language is reflected in underline, deleted language is reflected in strikethrough, and unchanged language is reflected in plain text.

1. **Term of Agreement:** April 1, 2026 through March 31, 2027 (12 months).

2. **Section 1.2 – Recognition and Coverage:** Add classifications established or revised since the prior agreement, including Application Integrator I/II/Senior, Senior Permit Technician, Plans Examiner I/II, and Systems Security Analyst I/II/Senior.
3. **Section 4.1– Cost-of-Living Adjustment:** Provide a three percent (3.0%) cost-of-living base wage increase for all classifications covered by the MOU, effective April 5, 2026.
4. **Section 4.2 – Market Salary Adjustments:** Provide a two percent (2.0%) market-based base wage increase to the following classifications identified by the City's comprehensive classification and compensation study as below market effective

April 5, 2026:

Account Clerk I/II/Senior	Permit Technician I/II
Accountant I/II/Senior	Purchasing Officer II
Administrative Analyst I/II	Plans Examiner I/II/Senior
Application Integrator I/II/Senior	Recreation Supervisor
Assistant/Senior Engineer	Senior Office Assistant
Assistant/Associate/Senior Planner	Senior Permit Technician
Building Inspector I/II/III/Supervisor	Systems Security Analyst I/II/Senior
Code Enforcement Officer I/II	
Construction Inspector I/II	
Information Systems Technician I/II	
Information Technology Supervisor	
Librarian I/II	

5. **Section 4.6 – Bilingual Pay:** Add language stating that the City will develop and implement an administrative policy governing eligibility and administration.
6. **Section 4.8 – Longevity Pay:** Remove obsolete implementation-date language while retaining the existing three percent (3.0%) longevity differential after completion of fifteen years of City service.
7. **Section 6.5 – Compensatory Time Off:** Eliminate the requirement to cash out accrued compensatory time when an employee advances to a higher salary step. Accrued compensatory time will continue to be paid out before promotion to a higher classification.
8. **Section 6.8 – Standby Duty:** Clarify that standby assignments occur outside an employee's normal assigned shift; expand the methods by which employees must remain reachable; make employees who use sick leave for their own condition immediately before a standby shift ineligible for that assignment; clarify that standby compensation is not paid during the employee's normal assigned shift, including paid breaks and unpaid meal periods; and replace the existing 24-hour standby rate with an hourly standby rate aligned with the standby rate provided under the City's Classified Local 39 MOU.
9. **Section 8.1 – Healthcare:** Clarify that the City pays full dental premiums for full-time employees and eligible dependents, pays full vision premiums for full-time employees only, and that dependent vision coverage remains the employee's responsibility. Coverage remains governed by the applicable plan documents.

10. **Sections 7.1 and 7.2 – Vacation and Sick Leave Accruals During Unpaid Leave:** Prorate leave accruals in any pay period in which unpaid leave is taken, based on straight-time hours paid. For employees receiving State Disability Insurance or Paid Family Leave benefits, proration will correspond to the employee's elected supplementation percentage; employees electing 100% supplementation receive full accruals.

11. **Section 7.5 – Holidays:** Add the following Holiday Credit Leave provisions:

    - Employees who are required by the City to work on December 24 shall receive four (4) hours of Holiday Credit Leave.
    - Holiday Credit Leave may be used within twelve (12) months of the date earned, subject to supervisory approval.
    - Holiday Credit Leave shall have no cash value, shall not be eligible for payout under any circumstances, and shall be forfeited if not used within twelve (12) months of the date earned or upon separation from City employment.
    - Employees who are not required to work on December 24 shall not be eligible for Holiday Credit Leave under this section.

12. **Section 7.7 – Unpaid Leave:** Clarify proration of special pays and benefits during unpaid leave, extend probation by days absent without pay, and align proration for employees receiving State Disability Insurance or Paid Family Leave with the employee's elected supplementation percentage.

The City and the Professional/Administrative Unit negotiated the agreement in good faith. Throughout negotiations, the City's negotiating team provided the City Council with bargaining-status updates, received policy direction from the City Council, and implemented that direction at the bargaining table. The resulting tentative agreement is reflected in the attached successor MOU and related salary schedule (ATTACHMENT C).

FISCAL IMPACT:

The estimated total increased cost of the negotiated provisions for Fiscal Year 2026/27 is approximately $357,061, reflecting 15 months of wage adjustments, including three months of retroactive increases and 12 months of prospective increases, allocated as shown in Attachment D.

A Fiscal Year 2026/27 budget augmentation totaling $357,061 is required to fund these negotiated provisions. The budget augmentation will be allocated among the affected funds in the same amounts identified in Attachment D.

ATTACHMENTS:

ATTACHMENT_A_City_Council_Staff_Report_Professional_Admin_MOU-RESO.docx

ATTACHMENT C_PROF_ADMIN Salary Worksheet_04.05.26_Draft.pdf

ATTACHMENT D-City_of_Lincoln_Funding_Source_Increases.pdf

ATTACMENT B_2026-2027_Professional_Admin_MOU_TRACKED_09.02.26.pdf

ATTACHMENT A

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, PROFESSIONAL/ADMINISTRATIVE EMPLOYEE GROUP AND THE CITY OF LINCOLN (APRIL 1, 2026 – MARCH 31, 2027) AND RELATED SALARY SCHEDULE

WHEREAS, the City of Lincoln and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO Professional/Administrative Unit have met and conferred in good faith toward establishment of a successor Memorandum of Understanding (MOU) commencing April 1, 2026 and terminating March 31, 2027; and

WHEREAS, the estimated fiscal impact of the agreement for Fiscal Year 2026/27 is $357,061; and

WHEREAS, the successor MOU includes changes involving bargaining-unit coverage, cost-of-living and market adjustments, holiday credit leave, compensatory time off, standby duty and the administration of leave accruals and special pays during unpaid leave; and

WHEREAS, the final draft successor MOU details the additions, deletions, and unchanged terms and provisions for full disclosure and transparency; and

WHEREAS, the City and the Professional/Administrative Unit reached a tentative agreement on August 11, 2026; and

WHEREAS, the Professional/Administrative Unit membership ratified the tentative agreement on August 19, 2026; and

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

Section 1. The successor Memorandum of Understanding between the City of Lincoln and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO Professional/Administrative Unit for the term April 1, 2026 through March 31, 2027 and related salary schedule.

PASSED AND ADOPTED this 8th day of September 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk

ATTACHMENT C

City of Lincoln Salary Schedule

Employee Group: Professional/Administrative, Local 39

MOU Dates: 4/26 - 3/27
Resolution: 2026-XXX
Last Revision: TBD

Job Classification	Adopted	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Account Clerk I	TBD	4/5/26	21.52829	22.60471	23.73494	24.92169	26.16777	27.47616	28.84997
			3,731.57	3,918.15	4,114.06	4,319.76	4,535.75	4,762.53	5,000.66
			44,778.85	47,017.79	49,368.68	51,837.11	54,428.97	57,150.42	60,007.94
Account Clerk II	TBD	4/5/26	23.73494	24.92169	26.16777	27.47616	28.84997	30.29247	31.80709
			4,114.06	4,319.76	4,535.75	4,762.53	5,000.66	5,250.69	5,513.23
			49,368.68	51,837.11	54,428.97	57,150.42	60,007.94	63,008.33	66,158.75
Accountant I	TBD	4/5/26	32.22341	33.83458	35.52631	37.30263	39.16776	41.12615	43.18245
			5,585.39	5,864.66	6,157.89	6,465.79	6,789.08	7,128.53	7,484.96
			67,024.70	70,375.93	73,894.73	77,589.46	81,468.94	85,542.38	89,819.50
Accountant II	TBD	4/5/26	35.52623	37.30254	39.16767	41.12606	43.18236	45.34148	47.60855
			6,157.88	6,465.77	6,789.06	7,128.52	7,484.94	7,859.19	8,252.15
			73,894.56	77,589.29	81,468.76	85,542.20	89,819.31	94,310.27	99,025.78
Admin Analyst I	TBD	4/5/26	33.75043	35.43796	37.20985	39.07035	41.02386	43.07506	45.22881
			5,850.08	6,142.58	6,449.71	6,772.19	7,110.80	7,466.34	7,839.66
			70,200.90	73,710.95	77,396.50	81,266.32	85,329.64	89,596.12	94,075.92
Admin Analyst II	TBD	4/5/26	37.20967	39.07015	41.02366	43.07484	45.22859	47.49002	49.86452
			6,449.68	6,772.16	7,110.77	7,466.31	7,839.62	8,231.60	8,643.18
			77,396.11	81,265.92	85,329.22	89,595.68	94,075.46	98,779.23	103,718.19
Application Integrator I	TBD	4/5/26	37.04862	38.90105	40.84610	42.88841	45.03283	47.28447	49.64869
			6,421.76	6,742.85	7,079.99	7,433.99	7,805.69	8,195.97	8,605.77
			77,061.13	80,914.19	84,959.90	89,207.89	93,668.28	98,351.70	103,269.28
Application Integrator II	TBD	4/5/26	40.84614	42.88845	45.03287	47.28451	49.64874	52.13118	54.73773
			7,080.00	7,434.00	7,805.70	8,195.98	8,605.78	9,036.07	9,487.87
			84,959.97	89,207.97	93,668.37	98,351.79	103,269.38	108,432.85	113,854.49
Assistant Engineer	TBD	4/5/26	38.27784	40.19173	42.20132	44.31139	46.52696	48.85330	51.29597
			6,634.83	6,966.57	7,314.90	7,680.64	8,064.67	8,467.91	8,891.30
			79,617.91	83,598.81	87,778.75	92,167.68	96,776.07	101,614.87	106,695.62
Assistant Planner	TBD	4/5/26	32.00397	33.60416	35.28437	37.04859	38.90102	40.84607	42.88838
			5,547.35	5,824.72	6,115.96	6,421.76	6,742.84	7,079.99	7,433.99
			66,568.25	69,896.66	73,391.50	77,061.07	80,914.12	84,959.83	89,207.82
Associate Engineer	TBD	4/5/26	48.03799	50.43989	52.96188	55.60998	58.39048	61.31000	64.37550
			8,326.58	8,742.91	9,180.06	9,639.06	10,121.02	10,627.07	11,158.42
			99,919.02	104,914.97	110,160.72	115,668.75	121,452.19	127,524.80	133,901.04
Associate Planner	TBD	4/5/26	38.90109	40.84614	42.88845	45.03287	47.28451	49.64874	52.13118
			6,742.85	7,080.00	7,434.00	7,805.70	8,195.98	8,605.78	9,036.07
			80,914.26	84,959.97	89,207.97	93,668.37	98,351.79	103,269.38	108,432.85
Building Insp I	TBD	4/5/26	32.65128	34.28384	35.99803	37.79793	39.68783	41.67222	43.75583
			5,659.55	5,942.53	6,239.66	6,551.64	6,879.22	7,223.19	7,584.34
			67,914.66	71,310.39	74,875.91	78,619.70	82,550.69	86,678.22	91,012.13
Building Insp II	TBD	4/5/26	35.99804	37.79794	39.68784	41.67223	43.75585	45.94364	48.24082
			6,239.66	6,551.64	6,879.23	7,223.19	7,584.35	7,963.56	8,361.74
			74,875.93	78,619.72	82,550.71	86,678.25	91,012.16	95,562.77	100,340.90

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City of Lincoln Salary Schedule

Employee Group: Professional/Administrative, Local 39

MOU Dates: 4/26 - 3/27
Resolution: 2026-XXX
Last Revision: TBD

Job Classification	Adopted	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Building Insp III	TBD	4/5/26	38.76598	40.70428	42.73949	44.87647	47.12029	49.47630	51.95012
			6,719.44	7,055.41	7,408.18	7,778.59	8,167.52	8,575.89	9,004.69
			80,633.24	84,664.90	88,898.14	93,343.05	98,010.20	102,910.71	108,056.25
Code Enforc Officer I	TBD	4/5/26	28.89769	30.34258	31.85971	33.45269	35.12533	36.88159	38.72567
			5,008.93	5,259.38	5,522.35	5,798.47	6,088.39	6,392.81	6,712.45
			60,107.20	63,112.56	66,268.19	69,581.60	73,060.68	76,713.71	80,549.40
Code Enforc Officer II	TBD	4/5/26	31.85968	33.45267	35.12530	36.88156	38.72564	40.66192	42.69502
			5,522.34	5,798.46	6,088.39	6,392.80	6,712.44	7,048.07	7,400.47
			66,268.14	69,581.54	73,060.62	76,713.65	80,549.34	84,576.80	88,805.64
Construction Insp I	TBD	4/5/26	30.97082	32.51936	34.14533	35.85260	37.64523	39.52749	41.50386
			5,368.28	5,636.69	5,918.52	6,214.45	6,525.17	6,851.43	7,194.00
			64,419.31	67,640.27	71,022.29	74,573.40	78,302.07	82,217.17	86,328.03
Construction Insp II	TBD	4/5/26	34.14534	35.85261	37.64524	39.52750	41.50388	43.57907	45.75802
			5,918.53	6,214.45	6,525.17	6,851.43	7,194.01	7,553.71	7,931.39
			71,022.31	74,573.43	78,302.10	82,217.20	86,328.06	90,644.47	95,176.69
Customer Service Supv	TBD	4/5/26	29.35324	30.82090	32.36194	33.98004	35.67904	37.46300	39.33615
			5,087.89	5,342.29	5,609.40	5,889.87	6,184.37	6,493.59	6,818.27
			61,054.73	64,107.47	67,312.84	70,678.49	74,212.41	77,923.03	81,819.18
GIS Analyst I	TBD	4/5/26	37.02098	38.87203	40.81563	42.85642	44.99924	47.24920	49.61166
			6,416.97	6,737.82	7,074.71	7,428.45	7,799.87	8,189.86	8,599.35
			77,003.65	80,853.83	84,896.52	89,141.34	93,598.41	98,278.33	103,192.25
GIS Analyst II	TBD	4/5/26	45.10539	47.36065	49.72869	52.21512	54.82588	57.56717	60.44553
			7,818.27	8,209.18	8,619.64	9,050.62	9,503.15	9,978.31	10,477.23
			93,819.20	98,510.16	103,435.67	108,607.45	114,037.83	119,739.72	125,726.70
Info Systems Tech I	TBD	4/5/26	29.23859	30.70051	32.23554	33.84732	35.53968	37.31667	39.18250
			5,068.02	5,321.42	5,587.49	5,866.87	6,160.21	6,468.22	6,791.63
			60,816.26	63,857.07	67,049.92	70,402.42	73,922.54	77,618.67	81,499.60
Info Systems Tech II	TBD	4/5/26	32.16262	33.77075	35.45929	37.23226	39.09387	41.04856	43.10099
			5,574.85	5,853.60	6,146.28	6,453.59	6,776.27	7,115.08	7,470.84
			66,898.26	70,243.17	73,755.33	77,443.09	81,315.25	85,381.01	89,650.06
IT Supervisor	TBD	4/5/26	47.17200	49.53060	52.00713	54.60748	57.33786	60.20475	63.21499
			8,176.48	8,585.30	9,014.57	9,465.30	9,938.56	10,435.49	10,957.26
			98,117.75	103,023.64	108,174.82	113,583.56	119,262.74	125,225.88	131,487.17
Librarian I	TBD	4/5/26	28.58319	30.01235	31.51297	33.08862	34.74305	36.48020	38.30421
			4,954.42	5,202.14	5,462.25	5,735.36	6,022.13	6,323.24	6,639.40
			59,453.04	62,425.70	65,546.98	68,824.33	72,265.55	75,878.82	79,672.77
Librarian II	TBD	4/5/26	31.51298	33.08863	34.74306	36.48022	38.30423	40.21944	42.23041
			5,462.25	5,735.36	6,022.13	6,323.24	6,639.40	6,971.37	7,319.94
			65,547.01	68,824.36	72,265.58	75,878.85	79,672.80	83,656.44	87,839.26
Library Assistant	TBD	4/5/26	21.44361	22.51579	23.64158	24.82366	26.06484	27.36808	28.73649
			3,716.89	3,902.74	4,097.87	4,302.77	4,517.91	4,743.80	4,980.99
			44,602.70	46,832.84	49,174.48	51,633.20	54,214.87	56,925.61	59,771.89

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City of Lincoln Salary Schedule

Employee Group: Professional/Administrative, Local 39

MOU Dates: 4/26 - 3/27
Resolution: 2026-XXX
Last Revision: TBD

Job Classification	Adopted	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Library Coordinator	TBD	4/5/26	29.51612	30.99193	32.54152	34.16860	35.87703	37.67088	39.55443
			5,116.13	5,371.93	5,640.53	5,922.56	6,218.69	6,529.62	6,856.10
			61,393.53	64,463.21	67,686.37	71,070.69	74,624.22	78,355.44	82,273.21
Office Assistant I	TBD	4/5/26	20.36416	21.38237	22.45149	23.57406	24.75277	25.99040	27.28992
			3,529.79	3,706.28	3,891.59	4,086.17	4,290.48	4,505.00	4,730.25
			42,357.46	44,475.33	46,699.10	49,034.05	51,485.75	54,060.04	56,763.04
Office Assistant II	TBD	4/5/26	22.45154	23.57412	24.75283	25.99047	27.28999	28.65449	30.08722
			3,891.60	4,086.18	4,290.49	4,505.01	4,730.27	4,966.78	5,215.12
			46,699.21	49,034.17	51,485.88	54,060.17	56,763.18	59,601.34	62,581.41
Permit Tech I	TBD	4/5/26	25.47016	26.74367	28.08085	29.48490	30.95914	32.50710	34.13245
			4,414.83	4,635.57	4,867.35	5,110.72	5,366.25	5,634.56	5,916.29
			52,977.94	55,626.83	58,408.18	61,328.58	64,395.01	67,614.76	70,995.50
Permit Tech II	TBD	4/5/26	27.10364	28.45883	29.88177	31.37586	32.94465	34.59188	36.32147
			4,697.96	4,932.86	5,179.51	5,438.48	5,710.41	5,995.93	6,295.72
			56,375.58	59,194.36	62,154.08	65,261.78	68,524.87	71,951.11	75,548.67
Plans Examiner I	TBD	4/5/26	32.65128	34.28384	35.99803	37.79793	39.68783	41.67222	43.75583
			5,659.55	5,942.53	6,239.66	6,551.64	6,879.22	7,223.19	7,584.34
			67,914.66	71,310.39	74,875.91	78,619.70	82,550.69	86,678.22	91,012.13
Plans Examiner II	TBD	4/5/26	35.99804	37.79794	39.68784	41.67223	43.75585	45.94364	48.24082
			6,239.66	6,551.64	6,879.23	7,223.19	7,584.35	7,963.56	8,361.74
			74,875.93	78,619.72	82,550.71	86,678.25	91,012.16	95,562.77	100,340.90
Public Services Supv	TBD	4/5/26	44.11389	46.31959	48.63557	51.06734	53.62071	56.30175	59.11684
			7,646.41	8,028.73	8,430.16	8,851.67	9,294.26	9,758.97	10,246.92
			91,756.90	96,344.74	101,161.98	106,220.08	111,531.08	117,107.64	122,963.02
Purchasing Officer I	TBD	4/5/26	25.72710	27.01346	28.36413	29.78234	31.27145	32.83503	34.47678
			4,459.36	4,682.33	4,916.45	5,162.27	5,420.39	5,691.40	5,975.98
			53,512.37	56,187.99	58,997.39	61,947.26	65,044.63	68,296.86	71,711.70
Purchasing Officer II	TBD	4/5/26	28.93146	30.37804	31.89694	33.49179	35.16637	36.92469	38.77093
			5,014.79	5,265.53	5,528.80	5,805.24	6,095.50	6,400.28	6,720.29
			60,177.44	63,186.32	66,345.63	69,662.91	73,146.06	76,803.36	80,643.53
Recreation Coordinator	TBD	4/5/26	24.29689	25.51174	26.78733	28.12669	29.53303	31.00968	32.56016
			4,211.46	4,422.03	4,643.14	4,875.29	5,119.06	5,375.01	5,643.76
			50,537.54	53,064.42	55,717.64	58,503.52	61,428.70	64,500.13	67,725.14
Recreation Supv	TBD	4/5/26	30.01310	31.51375	33.08944	34.74391	36.48110	38.30516	40.22042
			5,202.27	5,462.38	5,735.50	6,022.28	6,323.39	6,639.56	6,971.54
			62,427.24	65,548.60	68,826.03	72,267.33	75,880.70	79,674.73	83,658.47
Sr Account Clerk	TBD	4/5/26	26.16775	27.47614	28.84995	30.29244	31.80707	33.39742	35.06729
			4,535.74	4,762.53	5,000.66	5,250.69	5,513.22	5,788.89	6,078.33
			54,428.92	57,150.37	60,007.89	63,008.28	66,158.70	69,466.63	72,939.96
Sr Accountant	TBD	4/5/26	39.16771	41.12609	43.18239	45.34151	47.60859	49.98902	52.48847
			6,789.07	7,128.52	7,484.95	7,859.20	8,252.16	8,664.76	9,098.00
			81,468.83	85,542.27	89,819.38	94,310.35	99,025.87	103,977.16	109,176.02

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City of Lincoln Salary Schedule

Employee Group: Professional/Administrative, Local 39

MOU Dates: 4/26 - 3/27
Resolution: 2026-XXX
Last Revision: TBD

Job Classification	Adopted	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Sr Admin Analyst	TBD	4/5/26	46.24705	48.55941	50.98738	53.53675	56.21358	59.02426	61.97548
			8,016.16	8,416.96	8,837.81	9,279.70	9,743.69	10,230.87	10,742.42
			96,193.87	101,003.57	106,053.75	111,356.43	116,924.25	122,770.47	128,908.99
Sr Application Integrator	TBD	4/5/26	45.03288	47.28452	49.64875	52.13119	54.73774	57.47463	60.34836
			7,805.70	8,195.98	8,605.78	9,036.07	9,487.88	9,962.27	10,460.38
			93,668.39	98,351.81	103,269.40	108,432.87	113,854.51	119,547.23	125,524.60
Sr Engineer	TBD	4/5/26	55.56026	58.33827	61.25519	64.31795	67.53384	70.91054	74.45606
			9,630.45	10,111.97	10,617.57	11,148.44	11,705.87	12,291.16	12,905.72
			115,565.34	121,343.61	127,410.79	133,781.33	140,470.39	147,493.91	154,868.61
Sr Info Systems Tech	TBD	4/5/26	34.68512	36.41937	38.24034	40.15236	42.15998	44.26798	46.48137
			6,012.09	6,312.69	6,628.33	6,959.74	7,307.73	7,673.12	8,056.77
			72,145.04	75,752.30	79,539.91	83,516.91	87,692.75	92,077.39	96,681.26
Sr Office Assistant	TBD	4/5/26	25.24788	26.51027	27.83579	29.22758	30.68896	32.22340	33.83457
			4,376.30	4,595.11	4,824.87	5,066.11	5,319.42	5,585.39	5,864.66
			52,515.59	55,141.37	57,898.44	60,793.36	63,833.03	67,024.68	70,375.91
Sr Permit Technician	TBD	4/5/26	32.94803	34.59543	36.32520	38.14146	40.04854	42.05096	44.15351
			5,710.99	5,996.54	6,296.37	6,611.19	6,941.75	7,288.83	7,653.28
			68,531.90	71,958.50	75,556.42	79,334.24	83,300.95	87,466.00	91,839.30
Sr Planner	TBD	4/5/26	46.79020	49.12971	51.58620	54.16551	56.87378	59.71747	62.70334
			8,110.30	8,515.82	8,941.61	9,388.69	9,858.12	10,351.03	10,868.58
			97,323.62	102,189.80	107,299.29	112,664.25	118,297.46	124,212.34	130,422.95
Sr Plans Examiner	TBD	4/5/26	38.76598	40.70428	42.73949	44.87647	47.12029	49.47630	51.95012
			6,719.44	7,055.41	7,408.18	7,778.59	8,167.52	8,575.89	9,004.69
			80,633.24	84,664.90	88,898.14	93,343.05	98,010.20	102,910.71	108,056.25
Sr Sys Security Analyst	TBD	4/5/26	43.83480	46.02654	48.32787	50.74426	53.28147	55.94555	58.74282
			7,598.03	7,977.93	8,376.83	8,795.67	9,235.46	9,697.23	10,182.09
			91,176.38	95,735.20	100,521.96	105,548.06	110,825.46	116,366.74	122,185.07
Supv Building Insp	TBD	4/5/26	40.95106	42.99862	45.14855	47.40598	49.77628	52.26509	54.87834
			7,098.18	7,453.09	7,825.75	8,217.04	8,627.89	9,059.28	9,512.25
			85,178.21	89,437.13	93,908.98	98,604.43	103,534.65	108,711.39	114,146.95
Sys Security Analyst I	TBD	4/5/26	37.90312	39.79827	41.78819	43.87760	46.07148	48.37505	50.79380
			6,569.87	6,898.37	7,243.29	7,605.45	7,985.72	8,385.01	8,804.26
			78,838.48	82,780.41	86,919.43	91,265.40	95,828.67	100,620.10	105,651.11
Sys Security Analyst II	TBD	4/5/26	41.74756	43.83494	46.02668	48.32802	50.74442	53.28164	55.94572
			7,236.24	7,598.06	7,977.96	8,376.86	8,795.70	9,235.48	9,697.26
			86,834.92	91,176.67	95,735.50	100,522.28	105,548.39	110,825.81	116,367.10
Utilities Maint Supv	TBD	4/5/26	44.11389	46.31959	48.63557	51.06734	53.62071	56.30175	59.11684
			7,646.41	8,028.73	8,430.16	8,851.67	9,294.26	9,758.97	10,246.92
			91,756.90	96,344.74	101,161.98	106,220.08	111,531.08	117,107.64	122,963.02

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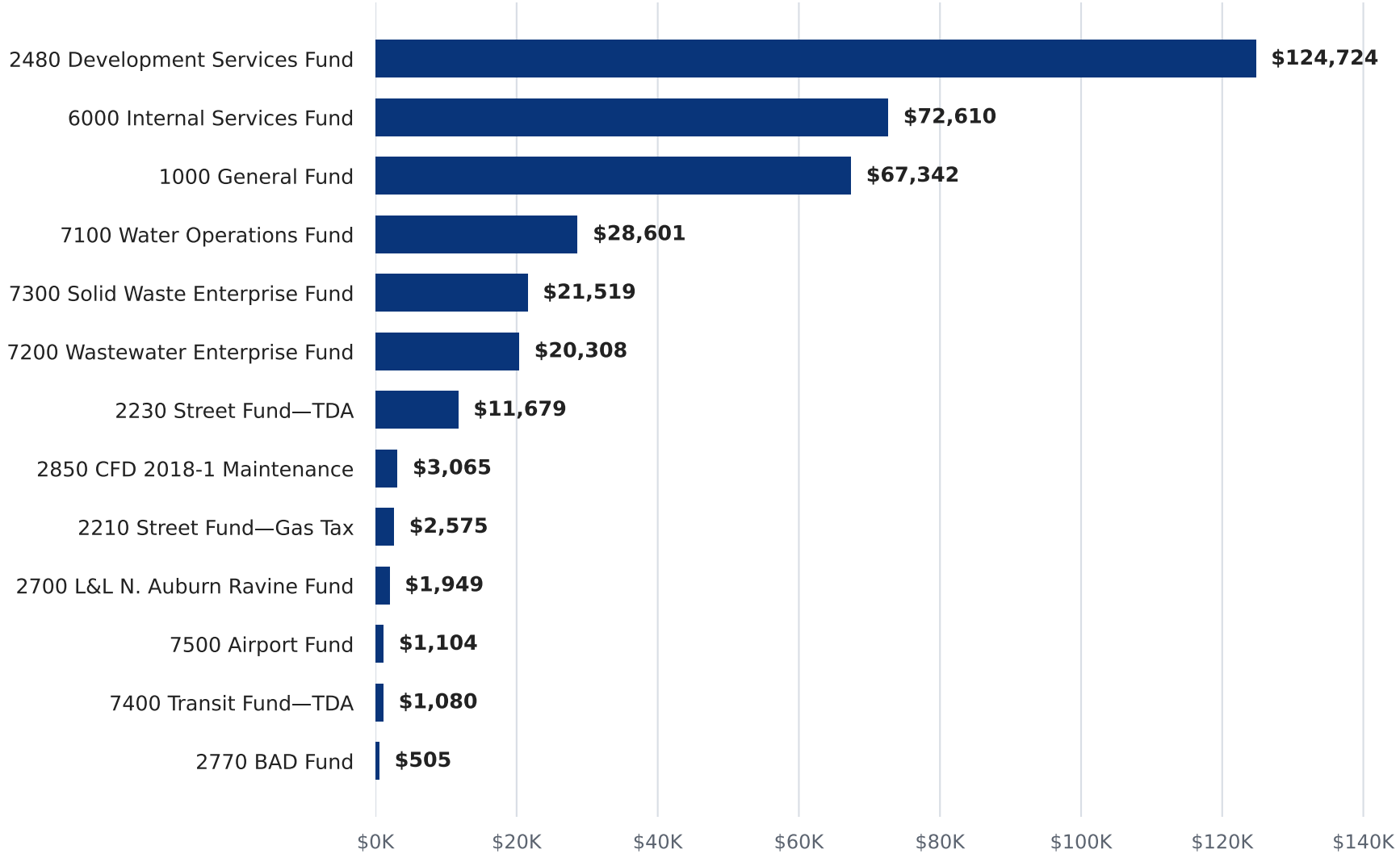
ATTACHMENT D

FY 2026/27 Cost by Funding Source

Distribution of the proposed FY 2026/27 fiscal impact across City funds

FY 2026/27 TOTAL COST

$357,061



Amounts shown in dollars. Funding sources ranked from largest to smallest increase.

MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39

AND

CITY OF LINCOLN

COVERING ALL EMPLOYEES IN THE

PROFESSIONAL AND ADMINISTRATIVE GROUP

~~April 1, 2023 to March 31, 2026~~April 1, 2026 to March 31, 2027

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PREAMBLE

This Memorandum of Understanding (MOU), hereinafter sometimes referred to as the Agreement, entered into by and between the City of Lincoln, hereinafter sometimes referred to as the City, and the International Union of Operating Engineers, Stationary Local 39, AFL- CIO, hereinafter referred to as the Union, on behalf of the Professional and Administrative Group (bargaining unit), has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment for employees in the Professional and Administrative Group, as provided in this Agreement.

ARTICLE 1 – RECOGNITION AND COVERAGE

1.1 RECOGNITION

(a) The City recognizes the International Union of Operating Engineers, Stationary Engineers Local 39 (Union), as the exclusive representative to employees in the Professional/Administrative Group (Group) classifications covered by this bargaining unit, pursuant to California Government Code 3500 et. seq. The Group is also the exclusive representative for permissive subjects of bargaining.

Employees within the bargaining unit are comprised of both Exempt and Non-Exempt Employees protected by the Fair Labor Standards Act ("FLSA") and California labor law.

1.2 COVERAGE OF EMPLOYEES

(a) The following classifications are agreed between the parties to be in the bargaining unit:

Account Clerk I/II/Senior
Accountant I/II/Senior
Administrative Analyst I/II/Senior (non-confidential)
Application Integrator I/II/Senior
Assistant/Associate/Senior Civil Engineer
Assistant/Associate/Senior Planner
Building Inspector I/II/III
Code Enforcement Officer I/II
Construction Inspector I/II
Customer Services Supervisor
Engineering Technician I/II/III
GIS Analyst I/II
Information Systems Technician I/II/Senior
Information Technology Supervisor
Librarian I/II
Library Assistant
Library Coordinator

Office Assistant I/II/Senior
Permit Technician I/II/Senior
Plans Examiner I/II/Senior
~~Permit Technician I/II~~
Public Services Supervisor
Purchasing Officer I/II
Recreation Coordinator
Recreation Supervisor
Supervising Building Inspector
Systems Security Analyst I/II/Senior
Utilities Maintenance Supervisor

ARTICLE 2 – UNION RIGHTS

2.1 ACCESS TO EMPLOYEE WORK LOCATIONS

(a) Representatives of the Union shall have the right of reasonable access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods; and all other non-work times with the approval of the City Manager or his designee.

2.2 DISTRIBUTION AND POSTING OF UNION LITERATURE

(a) The Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Union and shall bear the date of posting.

2.3 USE OF CITY FACILITIES

(a) The City Manager or designee, upon request, may permit the Union the use of designated facilities, depending upon availability of space, for meeting purposes. No request for use of City facilities shall be unreasonably denied.

2.4 DISCRIMINATION

(a) The City and the Union agree not to discriminate against any employee for the employees' membership in or activity on behalf of the Union which are authorized and protected by statutory law, Memorandum of Understanding or City code, ordinance or resolution. This includes lawful participation in or refraining from participation in the Union.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS

(a) The City retains all rights, powers, duties, responsibilities and authority of a managerial or administrative character, except as specifically modified by the express provisions of the

Memorandum. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to relieve and lay off employees from duty because of lack of work or for other legitimate reasons, including but not limited to the economic condition of the City; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign hours of work and overtime, or reduce same, and to otherwise act in the interest of efficient service to the City. The City agrees to meet and confer upon request of the Union, over the impact to employees of any decision by the City to contract-out significant bargaining unit work to a non-City enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer during the term of this Memorandum.

ARTICLE 4 – SALARY ADMINISTRATION

4.1 ~~Cost-of-Living Adjustments~~COST OF LIVING ADJUSTMENTS

~~(a)~~ (a) As soon as administratively possible, the base wages for the classifications covered by this MOU shall be increased by three percent (3.0%) effective April 5, 2026.

~~(b) As soon as administratively possible, the salaries for the classifications covered by this MOU shall receive a cost-of-living increase of three percent (3%) effective August 27, 2023.~~

~~(c) As soon as administratively possible, the salaries for the classifications covered by this MOU shall receive a cost-of-living increase of three percent (3%) effective April 7, 2024.~~

~~(d) As soon as administratively possible, the salaries for the classifications covered by this MOU shall receive a cost-of-living increase of three percent (3%) effective April 6, 2025.~~

~~The City will conduct a comprehensive classification and compensation study for all classifications covered in the Professional and Administrative Group prior to the proposed expiration date of this MOU on March 31, 2026.~~

4.2 MARKET ADJUSTMENTS

~~.~~(a) The City has conducted a comprehensive classification and compensation study. As a result of this study, various classifications were determined to be assigned a salary that is behind market.

(b) As soon as administratively possible, the base wages of the following classifications will be granted a 2% market base wage increase effective April 5, 2026:

Classification
Account Clerk I/II/Senior
Accountant I/II/Senior
Administrative Analyst I/II
Application Integrator I/II/Senior
Assistant/Senior Engineer
Assistant/Assoc./Senior~~.~~ Planner
Building Inspector I/II/III/Supervisor
Code Enforcement Officer I/II
Construction Inspector I/II
Information Systems Technician I/II
Information Technology Supervisor
Librarian I/II
Permit Technician I/II/Senior
Purchasing Officer II
Plans Examiner I/II/Senior
Recreation Supervisor
Senior Office Assistant
~~Senior Permit Technician~~
~~Application Integrator I/II/Senior~~
Systems Security Analyst I/II/Senior

~~4.2~~4.3 SALARY RANGE ADJUSTMENTS

(a) ~~Effective January 3, 2021, salary ranges for all classifications covered by this MOU shall consist of seven (7) steps with six (6) advancements between each step with approximately five percent (5%) between each step.~~ Salary range advancements shall be administered in accordance with the City's Personnel Rules and Regulations.

~~(a) When converting from the 13 to 7-step salary schedule, existing staff will be assigned the salary step that is closest to their current salary step as demonstrated in Attachment A~~

~~(b) Effective January 3, 2021, the salary assigned to the Public Works Supervisor classification will be amended to mirror the salary assigned to the Utilities Management Supervisor classification. The salary for the staff assigned to the Public Works Supervisor classification will be adjusted as shown in Attachment A.~~

~~4.3~~4.4 PART TIME EMPLOYEES – MERIT SALARY ADJUSTMENTS

(a) Part-time employees will receive salary step increases within their salary range as follows:

(i) ½ time (50%), 1-20 hours worked

(ii) ¾ time (75%), 21-30 hours worked

(iii) Full time, 31-39 hours worked

(b) One-half (½) time employees shall be eligible for a step increase one (1) year from date of appointment into the class.

(c) Three-quarter (¾) time employees shall be eligible for a step increase nine (9) months from date of appointment into the class.

(d) Full-time employees shall be eligible for a step increase six (6) months from date of appointment into the class.

(e) All other existing provisions of City personnel rules applicable to salary step increases shall continue to apply to part-time employees.

~~4.4~~4.5 DEFERRED COMPENSATION

(a) Effective on the first full pay period following April 1, 2024, the City will contribute up to $100 per month in matching funds for employees covered by this agreement who participate in a City-sponsored deferred compensation program. Less than full-time employees will receive a proportionate benefit.

~~4.5~~4.6 BILINGUAL PAY

(a) The City shall pay $75.00 per month over the employee's basic rate for bilingual aptitude. Certification of Competency shall be required as established by the City. The City shall determine the appropriate number of employees eligible to receive this compensation. The

The City agrees to develop and implement an administrative policy governing bilingual pay eligibility and administration.

~~4.6~~4.7 UNIFORMS

(a) The appropriate Department Head or Designee shall determine those individuals who are required to wear a City of Lincoln uniform; foul weather gear and/or footwear.

(b) The City shall provide work uniforms and the laundering thereof for all employees who are required by the City to wear a uniform. Employees in those classifications will be required to wear the uniforms at all times while on duty.

(c) Employees in classifications regularly required to work outside in inclement weather shall be provided the appropriate inclement weather gear at City expense.

(d) Those employees required to wear protective footwear shall have an annual boot allowance not to exceed $350.00. Department Head or Designee shall determine the need for replacement.

(e) The monetary value of this required clothing (excluding items that are solely for personal health and safety such as protective vests, and safety shoes) for classic employees is defined as special compensation by CCR 571, and be reported as special compensation as earned for classic employees. The annual monetary value of the rental and maintenance of uniforms for classic employees shall be determined on an annual basis through the City's procurement process.

~~4.7~~4.8 LONGEVITY PAY

~~Effective on the first full pay period following April 1, 2024, when~~When an employee has completed fifteen (15) years of service with the City, he/she will receive a longevity differential of 3% of their base rate of pay.

ARTICLE 5 – HOURS OF WORK

5.1 GENERAL HOURS OF WORK

(a) The City Manager, upon consultation with affected department heads, shall be responsible for assigning or modifying the work schedules. Unless otherwise prescribed in writing by the City Manager or designee, the work day, work shift, work week, and work schedule for each position shall be as follows:

(i) Workday for full-time positions shall be eight (8) hours except as otherwise approved by the City.

(ii) Workweek for full-time positions shall be forty (40) hours except as otherwise approved by the City.

(iii) Work schedule for each position shall be as established by the department head, which may change such schedules from time to time based on the needs of departmental operations and approval of the City Manager. A department head, with forty-eight (48) hours prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled work day/shift off in which case the day/shift worked shall not be considered compensable at the overtime rate of pay. Work schedules shall not be changed simply to avoid the payment of overtime.

(iv) Flexible schedules may be approved by the City Manager upon recommendation and justification of the department head.

(v) Employees designated regular, part-time employees shall work a number of hours less than forty (40) hours per work week and shall be eligible for prorated benefits as defined within this MOU. Regular, part-time employees, who successfully complete the designated probationary period, shall acquire necessary rights of due process.

5.2 FURLOUGH PROGRAM

The City agrees to meet and confer over the re-instatement of the furlough program as a precursor to the City implementing layoffs.

5.3 REST PERIODS

Employees shall be entitled to two breaks of fifteen minutes each during the work day. The breaks should be, as closely as possible, mid-morning and mid-afternoon. Rest periods (breaks) are not intended for use in conjunction with the meal period or to be added to the beginning or ending of a workday, unless otherwise approved by the supervisor.

5.4 MEAL PERIODS

(a) Employees who work an (8) hour work day or more may be allowed an unpaid meal period of not less than 30 minutes nor more than 60 minutes which shall be scheduled by the City as near as possible to the middle of the work shift. Meal periods may be briefly interrupted or completely cancelled if there is an emergency or other operating need. When an employee's meal period is interrupted, the employee's meal period will be proportionately extended. When an employee's meal period is cancelled, the meal period shall be added to the employee's normal work day and the employee shall be paid overtime for the cancelled meal period pursuant to the overtime provisions contained in this memorandum of understanding.

(b) It shall be the responsibility of each employee to be at the work site and prepared to begin work at the conclusion of the meal period.

(c) Meal periods shall not be added to the beginning or ending of the normal workday, but shall be near the middle of the normal workday. Travel to and from a meal location is considered part of the designated, non-compensated meal period.

ARTICLE 6 – OVERTIME

6.1 OVERTIME POLICY

(a) It is the policy that overtime work be discouraged; that each department head arrange the work of his or her department so that full-time employees shall normally work not more than eight (8) hours per work day or more than five (5) consecutive work days consisting of forty (40) hours without at least one (1) day off, or more than eighty (80) hours in any pay period, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions.

(b) All work authorized as overtime shall be calculated at the overtime rate that is one and one-half (1½) times the regular hourly rate of pay. Holidays, sick leave, compensatory time off, vacation leave and floating holidays are considered time worked for the purposes of computing overtime.

6.2 AUTHORIZATION OF OVERTIME WORK

Overtime work shall be performed only upon express authorization of the department head or designee.

6.3 REPORTING OVERTIME

Total hours of recorded authorized overtime for each pay period for each employee shall be reported on an attendance report and shall be signed by each department head or designee. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.

6.4 FRINGE BENEFITS NOT AFFECTED BY OVERTIME

Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required periods for probation or salary step advancement.

6.5 COMPENSATION FOR OVERTIME

(a) Compensation for overtime and holidays shall either be paid at the rate of time and one-half or accrued as Compensatory Time Off (CTO), as determined by the department head subject to the rule as stated herein.

(b) The employee shall be given the option of paid overtime or CTO. The preference shall be honored unless there is a stated budget or operational need to deny the preference.

(c) Employees may, upon the prior request of the employee and prior authorization of the department head, accumulate CTO in lieu of overtime pay. In no event shall an employee be allowed to accumulate in excess of one hundred (100) hours of CTO.

(d) In the event an employee has accumulated one hundred (100) hours CTO, payment of overtime in cash shall be automatically made in the payroll cycle in which the overtime was earned. Employees shall have the option to cash out their accrued CTO during any payroll cycle provided the employee submits a written request to do so at least seven (7) days prior to payroll being completed. Any unused and accrued CTO will also be paid out prior to an employee ~~moving to the next higher payroll step or prior to an employee~~ ~~an employee~~ being promoted to a higher position.

(e) The balance of any accumulated Compensatory Time shall be paid upon termination of employment or under such other circumstances as authorized by the City Manager.

(f) Twelfth Hour Compensation

Supervisors who are eligible for overtime (FLSA nonexempt), and are required to supervise employees for a period that is greater than twelve (12) consecutive hours, shall be compensated at a rate of two (2) times their regular hourly rate of pay beginning with the twelfth (12th) consecutive hour. Nonexempt supervisors who are not supervising staff meeting this criterion will be paid the normal overtime rate of one and one half (1.5) times their regular hourly rate of pay when working more than twelve (12) consecutive hours.

6.6 CALL BACK TIME

Call Back time shall be that time an employee is called back to the work site by the department head or designee before or after a normal work day, or when an employee is required to work on a normal day off by the department head in the event of an emergency; or when an employee is required to work on any holiday recognized by the City without advance notice. The time actually worked or a minimum of two (2) hours at one and one-half (1½) times shall be accrued as Compensatory Time or taken as pay, subject to the same rules for overtime compensation provided above.

6.7 SHIFT CHANGE NOTICES

An employee's shift shall not be changed solely to avoid overtime. Normally, an employee shall be given at least forty-eight (48) hours' notice of a shift change. In the absence of such notice, the employee shall receive a five percent (5%) differential over base salary for each day in which the notice was not given. This section shall not apply for shift changes that are the result of medical accommodation.

6.8 STANDBY DUTY

(a) The department head or designee may place an employee on Standby Duty outside of their normal assigned shift as necessary. Standby Duty requires an employee so assigned:

(i) -To be ready, willing and able to respond immediately to calls from the City and to be called into work (employees who have taken sick leave due to their own medical condition, during their normal shift and directly preceding the standby shift, are ineligible to be placed on standby duty);

(ii) To be reachable by telephone and mobile phone including call, text and email;

~~(ii)~~(iii) To remain within a reasonable distance of the work location; and

~~(iii)~~(iv) To refrain from activities which might impair their ability to perform any assigned duties.

(b) ~~Employees assigned to Standby Duty shall receive compensation of $48.00 per 24-hour period of Standby Duty. Employees assigned to standby duty on approved weekends and holidays shall receive compensation of $75 per 24-hour period of standby duty. For Standby Duty assignments of less than a 24-hour period, employees will be compensated on a prorated basis for the actual number of hours that the employee serves in a standby capacity.~~

~~(b)~~ Employees assigned to standby duty outside of their normal assigned shift shall receive compensation of $2.75 per hour of standby duty. Those employees assigned to standby duty on approved holidays shall receive compensation of $3.75 per hour of standby duty. Employees will be compensated for the actual number of hours that the employee serves in a standby capacity. -Employees shall not be compensated for standby duty during their normal assigned shift including unpaid lunches and paid breaks.

(c) Employees assigned to Standby Duty and who are called in to work shall be compensated at the overtime rate pursuant to paragraph 6.6 of this Article. The time actually worked or a minimum of one (1) hour at one and one-half (1½) times shall be accrued as Compensatory Time or taken as pay, subject to the same rules for overtime compensation for employees assigned to Standby Duty and who are required to respond to City business remotely.

ARTICLE 7 – LEAVES

7.1 VACATION

(a) Employees within the Professional and Administrative Group shall be entitled to vacation leave as follows:

(i) Employees shall be entitled to take vacation after the completion of six (6) months of service. Article 7.1 subsection (a)(i) shall be held in abeyance during a City-imposed closure.

(ii) No employee shall accrue more than two hundred and forty (240) hours of vacation. If an employee accrues vacation time in excess of two hundred and forty (240) hours, he/she shall have their accrual frozen until he/she falls below two hundred and forty (240) hours. An employee shall be paid for any vacation accrual in excess of the cap in the event the City has denied the use of vacation twice in the preceding 6 months. Proof of vacation denial is required.

(iii) Each department head shall arrange the schedule for vacations for employees with the department.

(iv) In case of termination or discharge, all employees shall be entitled to pay for all accrued but unused vacation.

(v) Vacation leave shall be granted in increments of no less than fifteen-minute (15) increments within any workday.

(vi) Employees shall continue to be paid during the period of their vacation at the same rate of compensation in effect at the commencement of the vacation period.

(b) Employees shall accrue vacation leave in accordance with years of service as follows:

Years of Service	8-Hour Days Per Year
0 – 3 years	11 (0.04230 per hour)
3 years +1 day – 5 years	14 (0.05384 per hour)
5 years +1 day – 8 years	16 (0.06153 per hour)
8 years +1 day – 11 years	17 (0.06538 per hour)
11 years +1 day – 13 years	18 (0.06923 per hour)
13 years +1 day – 15 years	19 (0.07307 per hour)
15 years +1 day – 17 years+6 months	20 (0.07692 per hour)
Over 17 years + 6months	26 (0.10000 per hour)

Employees who work less than full-time, but more than nine-hundred (900) hours per year shall be credited vacation on a prorated basis. The nine hundred-hour minimum need only be reached once during continuous employment (exclusive of any seasonal, temporary or contracted work performed for the City). The maximum accumulation of vacation time for an employee working less than full-time shall be ninety-six (96) hours. ~~Full-time employees who take an unpaid leave of one pay period or more shall receive a prorated vacation accrual based on their total straight-time hours paid.~~

For full-time employees, vacation accruals shall be prorated for any pay period in which unpaid leave of any duration is taken. Proration shall be calculated based on the employee's total straight-time hours paid during that pay period.

Notwithstanding the foregoing, for employees receiving SDI or PFL benefits, vacation accrual proration shall be applied in proportion to the employee's elected supplementation percentage. Employees who elect one hundred percent (100%) supplementation shall receive full vacation accrual without proration. Employees who elect less than one hundred percent (100%) supplementation shall have their vacation accrual prorated in accordance with their supplementation percentage.

The following is an example of proration based on reduced supplementation:

Supplementation and Leave Accrual

Supplementation	Leave Accrual
100% supplementation	100% leave accrual
90% supplementation	90% leave accrual
75% supplementation	75% leave accrual
50% supplementation	50% leave accrual

Employees will be required to exhaust all vacation leave balances prior to taking any non-pay time off, unless an exception is granted by the City Manager.

(c) Employees with a minimum of 80 hours of accrued vacation time may submit a request for pay out of vacation time of up to 40 hours once per calendar year as follows:

(i) The requesting employee must have already taken at least a combined total of forty (40) hours of vacation leave in the said calendar year.

(ii) A Request for Cash out of Accumulated Vacation Leave Form must be completed, approved by their Department Head and submitted to the Human Resources Department.

(iii) An authorized representative of the Human Resources Department, will determine the eligibility of an employee to receive a vacation buy-back.

(iv) The City Manager will approve or deny the request.

7.2 SICK LEAVE

(a) Employees of the City shall be entitled to sick leave with pay as set forth in this Article.

(b) Each employee shall be entitled to one (1) eight (8) hour day sick leave with full pay for each month of full-time employment commencing on the first day of the month following the month the employee commenced full-time employment.

(c) Sick leave shall be credited to the employee's account upon completion of each month worked. ~~Full-Time employees who take an unpaid leave of one pay period or more shall receive a prorated sick leave accrual based on their total straight-time hours paid. A maximum of one thousand, four hundred, forty (1440) hours may be accumulated by City employees.~~

(d) For full-time employees, sick leave accruals shall be prorated for any pay period in which unpaid leave of any duration is taken. Proration shall be calculated based on the employee's total straight-time hours paid during that pay period.

(e) Notwithstanding the foregoing, for employees receiving SDI or PFL benefits, sick leave accrual proration shall be applied in proportion to the employee's elected supplementation percentage. Employees who elect one hundred percent (100%) supplementation shall receive full sick leave accrual without proration. Employees who elect less than one hundred percent (100%) supplementation shall have their sick leave accrual prorated in accordance with their supplementation percentage.

The following is an example of proration based on reduced supplementation:

Supplementation and Leave Accrual

Supplementation	Leave Accrual
100% supplementation	100% leave accrual
90% supplementation	90% leave accrual
75% supplementation	75% leave accrual
50% supplementation	50% leave accrual

~~(e)~~(f) A maximum of one thousand, four hundred, forty (1440) hours of sick leave may be accumulated by City employees.

~~(f)~~(g) Regular part-time employees working in excess of nine hundred (900) hours per year shall be credited with sick leave on a pro rata, basis. The nine hundred- (900) minimum need only be reached once during continuous employment. The maximum accumulation of sick leave will be twenty-four (24) days.

~~(g)~~(h) Sick leave may be applied to:

(i) An absence necessitated by the employee's incapacitation from the performance of regular duties due to personal illness, injury or pregnancy.

(ii) Medical, optical or dental office appointments.

(iii) Absence due to the illness of a family member. Family Member for the purpose of this article is defined as any person related by blood or marriage and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

(iv) Effective July 1, 2019, employees with twelve (12) or more years of continuous service and who have accumulated in excess of 500 hours of sick leave shall be allowed to cash out no more than 50 hours per fiscal year, contingent on available funds at the discretion of the City Manager.

~~(h)~~(i) Employees in good standing whose employment with the City is otherwise terminated shall be paid for unused sick leave in accordance with the following:

(i) Employees with five (5) or less years of continuous service shall receive no payment.

(ii) Employees with five (5) years of continuous service up to and including twelve (12) years of service shall receive twenty-five percent (25%) of said leave.

(iii) Employees in excess of twelve (12) years of service will be paid one hundred percent (100%) of said leave.

(iv) Payment for unused sick leave shall be at the salary rate then in effect for the concerned employee.

7.3 BEREAVEMENT LEAVE

(a) A department head or designee shall authorize bereavement leave with pay for a regular, full-time City employee due to the death of a family member or death of any person residing in the immediate household of the employee at the time of death. Family member for the purpose of this article is defined as any person related by blood or marriage and includes domestic partners that have been certified with the Secretary of State's Office in accordance with AB 26 (Chapter 588, Statutes of 1999). Such bereavement leave shall be authorized for up to three (3) eight-hour (8-hour) days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request. An employee may request two (2) additional days leave for bereavement which shall be deducted from accrued leave per the City's Family Medical Leave Policy.

(b) If the death of a person as enumerated above required the employee to travel over four hundred (400) miles, one-way, from his/her home, upon request, additional time off with pay shall be granted for two (2) additional days. Should additional leave be necessary, the department head or designee may authorize the use of sick leave, CTO, vacation or authorized leave without pay.

(c) Part-time employees will be eligible for bereavement leave on a pro rata basis, based on hours worked.

7.4 JURY LEAVE

(a) When an employee is summoned to jury duty he/she shall immediately inform his/her supervisor and, if required to serve, may be absent from duty with full pay while actively rendering such service. Any jury fees received by an employee shall be remitted to the City, exclusive of any meal and/or travel reimbursements rendered by the courts.

(b) Employees who serve on jury duty for one or more days shall provide to his/her immediate supervisor a court-supplied notice of attendance referencing all days of attendance.

7.5 HOLIDAYS

(a) The following days shall be paid holidays for employees in the unit:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day

8. Thanksgiving Day
9. The Friday immediately following Thanksgiving Day
10. Christmas Day
11. Sixteen hours (16) of floating holiday per calendar year

(b) If a holiday falls on Saturday, then the previous Friday is to be taken. If a holiday falls on Sunday, then the following Monday is to be taken.

(c) Any employee who might be required to work on any of the above holidays shall be compensated at overtime rates in accordance with Overtime Sections in this Agreement. If a holiday falls on an employee's regular day off, he/she shall be entitled to equivalent time off at a later date.

(d) If an employee is unable to schedule and take off the floating holidays within the calendar year, he/she shall be paid eight (8) hours compensation per floating holiday in November of that year. In each year during the month of October, Payroll will send a notice to any employee with floating holiday hour balances seeking confirmation of either usage or payout. It shall be the employee's responsibility to timely respond. Failure to do so will result in an automatic payout of the accrued time during the month of November that year.

Employees who work less than full-time hours (exclusive of any seasonal, temporary or contracted work performed for the City) shall be eligible for holiday pay on a prorated basis. Such prorating shall be based upon part-time hours worked.

(e) Employees who are required by the City to work on December 24 shall receive four (4) hours of Holiday Credit Leave.

(f) Holiday Credit Leave may be used within twelve (12) months of the date earned, subject to supervisory approval.

(g) Holiday Credit Leave shall have no cash value, shall not be eligible for payout under any circumstances, and shall be forfeited if not used within twelve (12) months of the date earned or upon separation from City employment.

(h) Employees who are not required to work on December 24 shall not be eligible for Holiday Credit Leave under this section.

7.6 MILITARY LEAVE

(a) Military leave shall be granted in accordance with the provisions of state law (Military and Veterans Code). All employees entitled to military leave shall give their department head and the City Manager a notice and opportunity, within the limits of military requirements, to determine when such leave shall be taken. If available, a copy of military orders received shall be delivered to the City prior to the taking of such leave. If not available, then upon return from military duty a copy of military release shall be given to the City.

(b) The City agrees to amend its contract within the Public Employees Retirement System (PERS) Board to allow for a military retirement-credit for current employees. It is understood that there is no added cost to the City, and that the employee shall make all monetary contributions

to PERS necessary to take advantage of the program. Should there arise a cost to the City as a result of this clause, then the clause is deemed null and void.

7.7 ~~LEAVES OF ABSENCE~~LEAVES OF ABSENCE AND OTHER UNPAID LEAVES

(a) Regular employees may submit a request for a leave of absence in writing, setting forth the reason(s), circumstances and length of the requested leave. A leave of absence without pay will not be granted to employees with less than one year of City service, unless approved by the City Manager

(b) Department heads may grant a regular employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leaves shall be reported in writing to the City Manager.

(c) Leaves of absence for a period not to exceed three (3) consecutive months may be granted to regular employees upon recommendation of the department head and approval of the City Manager. Following the initial three (3) month period, the unpaid leave of absence may be extended for a maximum of an additional six (6) consecutive months if recommended by the department head with approval by the City Manager. However, no such leave shall be granted except upon written request of the employee, setting forth the reason(s), circumstances and length of the requested leave.

(d) Upon expiration of an authorized leave of absence, the employee may be reinstated in the position held at the time leave was granted, provided, however, no other activity has occurred causing the position to no longer be available (e.g. layoff, closure or the elimination of services). Failure on the part of the employee on authorized leave of absence to report for work promptly at the expiration of leave shall be deemed abandonment of his/her employment and a waiver of any appeal rights within this MOU.

(e) ~~Employees on an authorized leave of absence without pay of one full pay period or more shall receive a proration of special pays and City-provided benefits based upon the number of unpaid hours recorded during the leave as follows:~~Employees who are absent without pay shall receive a proration of special pays and City-provided benefits based upon the number of unpaid hours recorded during the leave as follows:

i. The annual performance evaluation and merit consideration date shall be recalculated based on the employee's current evaluation date, advanced by any unpaid hours recorded. The new date shall be the calendar day following the completion of the equivalent of one year of paid City service.

ii. ~~-~~Days absent without pay during the probationary period shall extend the probationary period to result in a probationary period of active working duty for the time specified.

iii. Vacation and sick leave accruals, holidays, special pays (e.g. longevity pay, bilingual pay, certification pay, etc.) and other related benefits will be prorated based on the number of unpaid hours recorded. Proration for employees receiving SDI or PFL benefits, shall be applied in proportion to the employee's elected supplementation percentage. Employees who elect one hundred percent (100%) supplementation shall receive

special pays and leave accruals without proration. Employees who elect less than one hundred percent (100%) supplementation shall have their special pays and accruals prorated in accordance with their supplementation percentage.

(f) In accordance with California Code of Regulations Section 599.504, the following will apply to employees on a leave without pay for a full month or longer:

i. Employees on a leave without pay for a full month or longer (excluding employees protected by the Family Medical Leave Act or California Family Rights Act) may elect to either cancel their health benefits coverage or continue their health coverage by paying the full monthly premium directly to the health plan. The employee will not receive any employer contribution.

(g) In accordance with California Code of Regulations Section 599.504, the following will apply to employees on a leave without pay for any period of time:

i. In any monthly pay period during which an employee receives insufficient compensation, after all other mandatory deductions, to permit deduction of his or her full monthly health benefit premium contribution, the employee may elect to either cancel their health benefits coverage or continue their health coverage by paying their full monthly premium directly to the health plan no later than the last day of the month following the month in which the last payroll deduction was taken.

(h) To receive holiday pay for designated holidays, all employees should be at work or have an approved leave the day before and the day after a holiday. An employee on leave without pay status the business day prior to or the business day after the observance of a City-paid holiday shall not be eligible to receive pay for the holiday.

7.8 ADMINISTRATIVE LEAVE (EXEMPT EMPLOYEES ONLY)

(a) All FLSA exempt employees shall receive Administrative Leave in lieu of overtime compensation.

(b) Such leave shall be given under the following terms and conditions:

(i) Eight (8) days of leave shall be credited to the employees account on January 1 of each calendar year;

(ii) Leave must be taken in the calendar year in which it is credited and cannot be carried over into the next calendar year;

(iii) Administrative Leave shall not be subject to cash out.

(iv) Employees participating in the Administrative Leave program are ineligible for overtime compensation. The taking of leave is subject to approval of the City Manager or designee.

(v) Leave will be granted only when such absence will not result in additional salary costs to the City or disruption of City services.

(vi) Employees entering an exempt status after the beginning of a calendar year shall have their Administrative Leave prorated.

7.9 SICK LEAVE BANKING

(a) The City's policy with regard to Sick Leave Banking is defined in Administrative Policy 74, "Attendance Policy".

7.10 VOTING TIME OFF

(a) In accordance with the California Elections code, Sections 14000 and 14401, if a registered voter who is a City employee does not have sufficient time outside regular working hours within which to vote at general direct primary or presidential primary elections, the employee may take off such working time as will, when added to his/her voting time outside his/her work hours, enable the employee to vote. The scheduling of the time referenced above shall be subject to approval of the department head or designee, and shall normally be at the beginning or end of the work shift. A maximum of two (2) hours may be taken with pay, when the employee provides proper and timely notice in accordance with California elections code section 14000 et seq.

7.11 USE OF ACCRUED LEAVE TOWARDS RETIREMENT

(a) Use of vacation, administrative leave, compensatory time off, or floating holiday(s) may be used to extend an employee's retirement date beyond the employee's last day worked. Sick leave may not be used to extend an employee's retirement date. Accrued sick leave may be used, however, in computing the employee's CalPERS retirement benefit.

ARTICLE 8 – INSURANCE

8.1 HEALTH CARE

(a) Effective April 1, 2015, the City agrees to pay the following monthly contributions for active health care coverage (employee is responsible for remaining balance):

(i) Employee only: An amount equal to 80% of the Kaiser Sacramento Region premium rate for employee only.

(ii) Employee plus one: An amount equal to 80% of the Kaiser Sacramento Region premium rate for employee plus one.

(iii) Employee plus 2: An amount equal to 80% of the Kaiser Sacramento Region premium rate for employee plus two or more (family).

(b) The percentages indicated above (80/20 split) shall apply to each respective premium year and each respective premium year rate.

(i) Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (item (a) and (b) above) shall pay the difference through payroll deduction taken out equally from two pay checks a month (taken from 24 paychecks each year). Should employees select a health plan with lower monthly premiums than the maximum premium contribution paid by the City, the City's contribution shall be limited to the cost of the monthly premium.

(ii) Regular part-time employees (exclusive of seasonal, temporary or contract workers) who work less than full-time hours shall have the benefit of prorated medical, dental and vision benefits. The proration shall be based on the number of hours worked. Regular part-time employees (exclusive of seasonal, temporary or contract workers), hired prior to July 1, 2012, shall continue to receive medical, dental, and vision benefits as currently provided.

(iii) ~~The City will pay the full cost of dental and vision care premiums for employees. Dental and vision care coverage shall be in accordance with the respective plan guidelines.~~ For full-time employees, the City will pay the full cost of dental insurance premiums for employees and eligible dependents.

~~(iii)~~(iv) For full-time employees, the City will pay the full cost of vision insurance premiums for the employee only. Vision coverage for dependents is the responsibility of the employee. Dental and vision insurance shall be determined by plan documents.

~~(iv)~~(v) Employees who work less than full-time hours (exclusive of any seasonal, temporary or contracted work performed for the City) hired after July 1, 2012, shall be eligible for dental and vision care on a prorated basis. Such prorating shall be based upon part-time hours worked. Regular part-time employees (exclusive of seasonal, temporary or contract workers), hired prior to July 1, 2012, shall continue to receive dental and vision benefits as currently provided.

~~(v)~~(vi) Any employee waiving medical insurance coverage from the City of Lincoln shall receive a 66 ⅔% cash back monthly benefit payment of the Kaiser, Sacramento Region, employee only premium rate. This cash back (in lieu of medical) benefit due to qualified employees shall be paid in a bi-weekly sum which will not be PERSable. An employee waiving the employee healthcare coverage must show evidence of insurance coverage.

8.2 LIFE INSURANCE

(a) The City agrees to pay 100% of the premium rate for $50,000 term life insurance policy that includes a double indemnity clause for employees covered by this Agreement.

8.3 RETIREE HEALTH BENEFIT

(a) The City of Lincoln shall ensure the current health care benefit of one hundred percent (100%) cost of benefit for employees (and family members where applicable) hired prior to January 1,

1998, and who retire from the City of Lincoln, be maintained. Employees hired after January 1, 1998, and who retire from the City of Lincoln, shall vest in the life time retiree medical health benefits as provided in Government Code Section 22893.

ARTICLE 9 – RETIREMENT

9.1 RETIREMENT

(a) The City currently provides three retirement formulas based on an employee's hire date and previous CalPERS service time.

(i) Tier 1 has a formula of 2.7% at 55 with the employee paying the entire employee portion of the retirement contribution currently at 8%. This only pertains to employees who were working for the City of Lincoln prior to 2011.

(ii) Tier 2 has a formula of 2% at 60 with the employee paying the entire employee portion of the retirement contribution currently at 7%. This only pertains to employees who work for the City of Lincoln from 2011 through 2012 or are considered a classic CalPERS member (left a CalPERS service agency within 6 months of working for the City of Lincoln).

(iii) PEPRA has a formula of 2% at 62 with the employee paying the entire employee portion of the retirement contribution currently at 6.25%. This only pertains to employees who work for the City of Lincoln since 2013 and are not considered a classic CalPERS member.

(b) As soon as administratively possible with PERS, employees within the Professional/Administrative bargaining unit shall begin paying an additional three percent (3%) of the EMPLOYER'S contribution towards PERS in addition to what is noted in subsection (a) above. This payment shall be done on a pretax basis, in accordance with IRS Code 414 (h) (2).

ARTICLE 10 – GRIEVANCE PROCEDURE

10.1 PURPOSE

(a) The purpose of this grievance procedure is to:

(i) Resolve grievances informally at the lowest possible level;

(ii) Provide an orderly procedure for reviewing and resolving grievances promptly.

10.2 GRIEVANCE PROCEDURE

(a) The City and the Union agree to utilize the following grievance procedure:

(i) This grievance procedure shall be used to process and resolve grievances arising under this Collective Bargaining Agreement.

(ii) Grievance time limits specified in each step of the grievance procedures shall be strictly observed and may only be extended by mutual agreement of the parties in writing. Failure of a grievant (or his/her authorized representative) to observe a grievance time limit shall terminate the grievance. Failure of a party to whom the grievance is submitted to observe the grievance time limits shall give the grievant (or his/her authorized representative) the right to move the grievance to the next appropriate level in the grievance process.

(iii) No matter shall be considered as a grievance under this Collective Bargaining Agreement unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance is based.

(iv) The grievant shall have the right to appear in person on his/her behalf, with his/her authorized representative. However, only Local 39 has access to this grievance procedure as an organization; and the Union Representative or designee shall have the authority to settle grievances for the Union or employees at any step in the grievance procedure.

(b) Definition of Grievance

(i) A grievance is a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Collective Bargaining Agreement.

(ii) As used in this section, the term "supervisor" means the individual who assigns and directs the work of an employee.

(iii) As used in this section, the term "party" means an employee, the Union, the City or their respective authorized representative(s).

(iv) The employee retains all rights conferred by Government Code Sections 3500 et seq., Government Code Sections 3250-3262 or regulations of the City unless waived by such employee.

(c) Preliminary Informal Procedure

(i) All persons having a grievance shall make every effort to resolve such grievance by first discussing the matter with his/her immediate supervisor prior to submission of a formal grievance. If no resolution is reached with the supervisor, the employee shall request an informal meeting with the Department Head or designee prior to utilizing the formal grievance process.

(d) Formal Grievance Procedure

(i) Step One – If after discussions with the immediate supervisor, the employee does not feel the grievance has been properly addressed, the grievance shall be reduced to writing. The grievance statement shall include the following information:

(1) A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Collective Bargaining Agreement.

(2) The remedy or correction requested by the aggrieved party.

The Department Head or his/her designee shall respond to the grievance in writing within ten (10) working days of receipt of the grievance.

(3) The grievance response shall include the following:

a. A complete statement of the City's position and the facts upon which the statement is based.

b. The remedy or correction which has been offered by the City, if any.

(ii) Step Two – If a mutual satisfactory solution has not been reached at the first step, the grievant has ten (10) working days to submit the grievance to the City Manager. The Union representative and the City Manager will meet in an effort to settle the matter. The City Manager's answer to the grievance shall be communicated to the grievant within (10) working days after said meeting is held.

(iii) Step Three – An appeal may be referred to mediation if the grievant is not satisfied with the dispositions of the City Manager's review step of the grievance procedure. If both parties agree in writing, the mediation process may be waived. The grievant must notify the City in writing within ten (10) working days of the notice of the City Manager's decision of grievant's request to refer the matter to mediation. The City shall respond to the grievant within ten (10) working days and proceed to schedule a mediation hearing with the California State Mediation and Conciliation Service.

Mediation conference(s) shall take place at a mutually convenient time and location, and shall not be open to parties other than those who are direct parties to the grievance.

Proceedings before the mediator shall be confidential, informal in nature and shall not be admissible in any subsequent hearing (arbitration or otherwise). No transcript or record of the mediation conference shall be made. In the event a resolution is reached, the parties may stipulate the unresolved issues in writing and submit them for arbitration.

(iv) Step Four – Within ten (10) working days of the conclusion of the mediation process, or if the mediation process is not utilized, then within ten (10) days of receipt of the City Manager's decision pursuant to step two of the grievance process, the Union may request arbitration.

(1) An arbitrator may be selected by mutual agreement between the City and the Union.

(2) Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

(3) The selected arbitrator shall conduct the hearing and report findings, conclusion and recommendations to the City Manager. It is understood that the arbitrator shall only interpret this Collective Bargaining Agreement and will in no instance add to, delete from or amend any part thereof.

(4) The parties to the grievance shall share equally in the cost of the arbitration, including but not limited to the arbitrator, witnesses and recordings.

ARTICLE 11 – DISCIPLINARY REVIEW PROCEDURE

11.1 NOTICE OF PROPOSED DISCIPLINE

(a) The Department Head or his/her designee shall, prior to taking disciplinary action to demote (except for demotion in lieu of layoff), discharge or suspend without pay for one (1) day or more a regular employee, provide the employee with a written notice of proposed disciplinary action which shall contain the charges and the specific factual basis for the charges and the nature of the proposed disciplinary action. Said notice shall inform the employee of his/her right to respond to the charges.

11.2 RESPONSE TO NOTICE OF PROPOSED DISCIPLINE

(a) The employee shall have the right to respond to the charges set forth in the Notice of Proposed Discipline, orally or in writing, within five (5) working days of receipt to said notice. Any written response shall be delivered to the Department Head or Department Head's designee within the time allowed. If the employee desires to respond orally, the employee shall make an appointment with the Department Head or Department Head's designee for a response meeting within the time allowed. The employee may bring a representative of his/her choice to a response meeting.

(b) A letter of reprimand shall not be appealable to the City Manager, except the employee may have an administrative review of the reprimand by submitting a request in writing within five (5) working days to the human resources department. The Human Resources Director or designee will schedule a private meeting within five (5) working days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within five (5) working days of the meeting. This section shall not be subject to the grievance procedure.

11.3 DISCIPLINARY ACTION

(a) After the employee's response is received or, if no response is received, after the five (5) working day period expires, the Department Head or Department Head's designee shall determine whether to proceed with the proposed disciplinary action and notify the employee in writing.

11.4 NOTICE OF DISCIPLINARY ACTION

(a) If the City Manager or designee decides to proceed with the disciplinary action, a Notice of Disciplinary Action shall be sent to the employee by mail. Said notice shall contain the charges, the factual basis for the charges, the disciplinary action which shall not be earlier than five (5) working days after the notice of proposed disciplinary action is sent to the employee. This notice shall inform the employee of the right to appeal the action.

11.5 APPEAL

(a) In cases of discharge, demotion (except for demotion in lieu of layoff]) and suspension without pay for five (5) days or more, the employee may appeal the disciplinary action by filing a Notice of Appeal containing a detailed statement of the grounds for appeal with the City Manager or designee within five (5) working days of receipt of Notice of Disciplinary Action. In cases of suspension without pay for one (1) day or more but less than five (5) days, the employee may file a formal grievance with the City Manager within five (5) days of receipt of Notice of Disciplinary action.

(b) By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty of five (5) days or less without pay may forfeit accumulated holiday, compensatory time off, and/or vacation accruals equal to the number of hours of suspension in lieu of such suspension. This provision shall not be subject to the grievance process. Even though the employee is no longer taking the suspended time off and giving their accrued leave in lieu of suspension, this section shall not in any way change the City's recording of the suspension.

11.6 ARBITRATION HEARING PROCESS

(a) If after consideration of the employee's appeal of and response to the disciplinary action, the City Manager or designee affirms the penalty imposed. The employee may appeal the decision of the City Manager to an arbitrator pursuant to this section. The appeal of the City Manager's decision must be made within five (5) working days of the issuance of the City Manager's decision to the employee. The date of issuance shall be calculated from the date of the postmark and the City Manager's decision to be sent to the employee at his/her home address. Within ten (10) working days of the City Manager's decision, the parties must select an arbitrator. If the parties cannot mutually agree upon an arbitrator, the arbitrator shall be selected from a list provided by the California State Mediation and Conciliation Service (CSMS). The CSMS list shall contain five (5) names of labor relations neutrals, and the parties shall alternately strike names from the list. The first strike shall be determined by lot. The last name remaining on the list shall be the arbitrator.

(b) The parties to this Agreement shall share equally the cost of the arbitration.

(c) The arbitrator will operate under the rules of proceeding of the American Arbitration Association unless such rules are in conflict with this Memorandum of Understanding.

(d) The arbitrator shall have no authority to add to, delete, modify, change, reconstruct or ignore this Memorandum of Understanding, City Policies, Rules and Regulations. Moreover, the arbitrator shall not have the authority to waive any time limits under this procedure; only the parties may do so by mutual Agreement in writing. The decision of the arbitrator shall be final, binding and conclusive on all parties.

(e) The appeal hearing before the arbitrator shall be conducted as a full evidentiary hearing with the right to represent witnesses in evidence, cross-examine opposing witnesses, representation by counsel and findings to support the decision. Said hearings shall be conducted in closed session. The City shall not be held to the evidentiary standard applied in criminal matters of proof beyond a reasonable doubt.

11.7 SUSPENSION PENDING ACTION

(a) The City Manager shall have the power to suspend the employee, with or without pay, during the period between the date the notice of proposed disciplinary action is sent and the date the disciplinary action becomes effective. The employee shall be reimbursed for any loss of pay or benefits incurred during this period and seniority shall not be negatively affected, should the disciplinary action be overturned or modified accordingly.

11.8 PROBATIONARY EMPLOYEES

(a) A new employee shall serve a 12-month probationary period during which he/she may be terminated from employment with the City without cause. Employees shall not be entitled to notice or hearing in the event they are terminated.

(b) An employee who has previously completed a requisite probationary period in his/her prior position and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was terminated for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

11.9 LIMITATION ON APPLICATION

(a) This section shall not apply to suspensions without pay of less than five (5) days, demotions in lieu of layoff, or any disciplinary actions not previously listed above. Employees shall be entitled to grieve disciplinary actions not covered by this section through the grievance procedure set forth in Article VIII of the Memorandum only; provided, however, that in the case of suspension of one (1) day or more but less than five (5) days, the City shall comply with this Article.

11.10PERSONNEL FILE ACCESS

(a) The employee shall have access to his/her personnel file with adequate notice to the Human Resources Department. An employee may request a copy of any item within his/her personnel file that was signed by the employee. The copies are to be made by the human resources staff

and not by the requesting employee. In addition, employees have the right to attach a written response to any document in their personnel file.

(b) Parties to this Agreement recognize the confidential nature of the employees' personnel file(s). The City agrees to limit access to an employee's personnel file to regular employees who, by their position have a legitimate reason to review said files.

(c) An employee may petition to have a written reprimand removed from his/her personnel file after two years, and may petition to have a suspension of less than five days removed after five (5) years. The City shall only consider removing the written reprimand and/or the suspension of less than five (5) days if the disciplinary action had been noted in the employee's performance evaluation. Also, the City shall consider the removal of these disciplinary actions only if no subsequent disciplinary action has been taken against the employee since the date of the original action. However, removal of a disciplinary action from an employee's personnel file shall not bar the City from citing such action as evidence in any future disciplinary actions against the employee.

ARTICLE 12 – CLASSIFICATION

12.1 CLASSIFICATION

(a) New positions may be authorized by the City Council and added to the City's classification plan. However, no new position may be filled without the authorization of the City Manager, who in so doing, shall determine that sufficient funds are available by way of financial review prior to any recruitment commencing. When a new position is created, the department head must obtain the City Manager's approval to fill the position. The City Manager or designee shall then notify the department head as to the approval and method of filling said position.

(b) Except as provided by these rules, or otherwise, no person shall be appointed or employed to fill any new permanent part-time positions or regular full-time positions until the Classification Plan has been amended by the City Council.

(c) Prior to submission to the City Council, the Union shall be provided a copy of the proposed classification and be given the opportunity to meet and confer regarding any impact on current employees covered under this Agreement.

12.2 RECLASSIFICATION

(a) Positions whose duties and responsibilities have changed so as to depart significantly from an assigned class description or positions which have been structurally affected by organizational changes may be authorized by the City Manager for reclassification study. Such requests for study may be initiated by the City Manager whether generated by him/herself or through the direction from City Council. Upon approval of a reclassification study, the person studying the position shall in the course of such study consult with the affected employee, the employee's supervisor and department head, and gather any other information pertinent to issues related to the study. Upon the completion of the study, a report of the analysis and findings shall be

submitted and recommendations made to the City Manager who shall consult with the appropriate department head and determine the disposition of the study. Recommendations on such study results may be submitted to the Personnel Committee for approval of reclassification and any related compensation issues.

Should such reclassification study involve the creation of a new classification, the study results may be approved or rejected by the Personnel Committee and the Council.

(b) Prior to submission to the City Council, the Union shall be provided a copy of the proposed reclassification and be given the opportunity to meet and confer regarding any impact on current employees covered under this Agreement.

(c) Upon reclassification of a position to a class which has a higher salary range then the previous class, the City Manager shall determine whether the incumbent meets the requirements of the new class. If the incumbent does not meet requirements of the new class, the City Manager shall determine the method and means of filling the position.

(d) Reclassification shall not be used for the purpose of prejudicial promotions or disciplinary demotions.

12.3 TEMPORARY WORK IN A HIGHER CLASSIFICATION

(a) Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, and it is found to be necessary to maintain proper and efficient departmental operations. An employee specifically assigned in writing to perform the duties of a higher classification for greater than three (3) consecutive working days, shall be compensated for the duration of the out-of-classification assignment by five percent (5%) above their current base pay or the salary provided for in Step 1 of the higher classification, whichever is greater, but not to exceed Step 7 of the higher classification. After three (3) consecutive days, compensation for out of classification will be retroactively applied to the first day of the qualifying out-of-classification event. The temporary assignment will be defined by the Department Head with a specific start date and an end date, if the end date is known, or as soon as the end date is known.

(b) The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing promotional opportunities.

(c) Temporary training assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is found to be necessary to maintain proper and efficient departmental operations. An employee specifically assigned in writing to perform the duties of a higher classification, shall be compensated for the hours trained for the duration of the out-of-classification training assignment by five percent (5%) above the employee's current base pay or the salary provided for in Step 1 of the higher classification, whichever is greater, but not to exceed Step 7 of the higher classification. The temporary training assignment will be defined by the Department Head with a specific start date and end date, if the end date is known, or as soon as it is known.

(d) Out-of-class training assignments in excess of three (3) months must be reviewed by the City Human Resources Manager or designee. The City Manager must give approval for the out-of-class assignment to continue.

ARTICLE 13 – TRANSFER AND PROMOTION

13.1 FILLING OF VACANT POSITIONS

(a) All recruitments to fill vacant positions shall be posted on the City's website for the period of time that applications are being accepted and a Citywide email notification of the posting shall be sent. Interested current, regular employees who apply and meet the minimum qualifications will be invited to the examination process. If they pass the examination, the employee will be interviewed for the position. If all qualifications are met, the City shall endeavor to fill vacant positions from in-house.

13.2 WORKSITE AND SHIFT TRANSFER

(a) The City reserves the right to transfer employees in accordance with the needs of the City.

(b) No bargaining unit employee shall be transferred as a punitive measure.

(c) No bargaining unit employee shall be permanently transferred between worksites without ten (10) days prior written notice.

(d) No bargaining unit employee shall be temporarily transferred without notice at least one day prior to said transfer, except in case of emergency.

(e) Temporary worksite transfers shall be for a period not to exceed thirty (30) working days.

13.3 VOLUNTARY POSITION TRANSFER

(a) Voluntary position transfer for this section shall mean a change of employment from one position to another in the same classification with similar duties in the same or different department.

(b) When the City decides to fill a vacancy and posts the vacancy in accordance with paragraph 13.1(a) of this section, employees in good standing, holding permanent full-time status in their classification, may request in writing to be reassigned should a position or shift assignment become vacant in their classification. Permanent status for purposes of this section shall mean an individual who has successfully passed the probationary period in the classification. Good standing for purposes of this section shall mean no formal disciplinary infractions in the preceding 12 months.

(c) The employee requesting the reassignment, or in the case of multiple requests for the same position, the employee with the greatest amount of continuous work location seniority in the class shall be selected over other employees. A vacancy shall be deemed to exist when a

position is unoccupied as a result of retirement, transfer, termination, reassignment or new funding.

(d) The City agrees that it is desirable to offer transfer opportunities to qualified applicants from within the bargaining unit.

13.4 PROMOTION

(a) Employees in the bargaining unit shall be considered for job vacancies within the bargaining unit which can be considered a promotion, providing they are certified on the Employment Eligibility List for the vacancy.

(b) The City shall first consider all qualified City employee applicants for job vacancies and promotions within the City.

(c) Qualified City employee applicant shall mean a City employee who, at the time of application, meets the minimum qualifications for the vacant position or promotion, has performed their current duties in a satisfactory manner, is on the current Employment Eligibility List for the vacancy and has made proper application pursuant to the posted job vacancy notice.

(d) If after considering all qualified city employee applicants for a job vacancy or promotion, the City determines that consideration should be given to outside applicants (non-city applicants), the City shall provide timely, written notice to each non-selected applicant, and proceed accordingly.

(e) In no event shall any regular employee be subject to the loss of employment from the City for not successfully completing a promotional probationary period.

ARTICLE 14 – SAFETY AND TRAINING

14.1 SAFE CONDITIONS, EQUIPMENT AND DUTIES

(a) The City and its employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. The employees and the Union shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.

(b) The City shall provide all needed and/or necessary safety equipment for the employee(s) to perform the normal tasks of their respective classification(s). These devices and equipment shall be customary safety appliances to safeguard the employees against danger to health life and limb. The City will make available to the employees updated training programs on safety matters and issues as it deems necessary. Such training will be provided as the City deems necessary and will include, but shall not be limited to, training on first aid, cardiopulmonary resuscitation (CPR), toxics and corrective procedures in dealing with toxics.

(c) Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

14.2 TRAINING

(a) Employees interested in professional training shall submit written requests through their immediate supervisor. Such requests shall be reviewed by the supervisor with recommendations to the department head. Funding for the training shall be subject to available funds within the department budget, or if necessary and possible, through approved budget adjustments.

(b) The City shall pay to reimburse employees for all approved special training, licenses, and certificates, including renewals, so long as the employee successfully completes all phases of the training, license, and certification including passing required examinations.

(c) Training and testing should be scheduled during the employee's normal work day, whenever possible.

(d) When required and approved training and testing cannot be scheduled during the employee's normal work day/hours, the employee's time shall be compensated accordingly.

(e) The City will provide necessary equipment and/or tools necessary for training and/or testing, providing the training is required and approved by the supervisor.

14.3 TUITION REIMBURSEMENT

(a) The City agrees to reimburse employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $750.00 per semester or per quarter not to exceed $1,500.00 per calendar year.

(b) Pre-approval of tuition reimbursement must be obtained from the employee's supervisor and department head prior to starting the class. Tuition reimbursement is considered to be exhausted in the calendar year in which it is paid to the employee.

The educational pays will no longer be paid to employees as of the date of this MOU.

Example:

Prior to the new salary schedule being implemented:

A bargaining unit employee is currently at Step F and receives three educational pays at 5% each ($39.08/hr. base pay, plus $6.16/hr. for three education pays).

After new salary schedule is implemented:

The same individual is now at Step D with a new base pay of $45.24/hr. The change does not lower the individual's salary; the individual has the same rate of pay.

ARTICLE 15 – REDUCTION IN FORCE

15.1 DISCIPLINARY REVIEW PROCEDURE

(a) An employee wishing to leave the classified service in good standing shall file a written resignation with the department head at least two (2) weeks before leaving the service, stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager with a statement by the department head as to the resigning employee's service performance and other pertinent information concerning the cause for resignation. Failure of the employee to give the required notice shall be entered on the service record of the employee and may be cause for denial of future employment with the City. The resignation of an employee who fails to give notice shall be reported immediately by the department head to the City Manager.

(b) When a Friday is observed as a designated holiday for applicable employees, the resigning employee shall be paid for such Friday, provided the employee works at least one (1) day following the holiday prior to service separation.

15.2 LAYOFF

(a) Non-Discrimination in Work Force Reduction

(i) Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, creed, national origin, religion, sex, age, or physical handicap.

15.3 LAYOFF PLAN

(a) The City Manager, in consultation with the City Council, shall determine the area(s) and position(s) in which layoffs may occur, including the identification of the department, division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, a copy shall be submitted to all affected and recognized employee organizations, and these regulations shall prevail as to the method and manner for implementing such layoffs. Layoffs of employees shall be on a city-wide, classification basis.

(b) Employees holding temporary, seasonal, part-time, probationary, or provisional appointments shall be laid off first. Employees serving in a regular part- time position shall be laid off second. Employees in classified service who have completed probation (i.e. regular classified employees) shall be laid off last.

(c) Should it become necessary to layoff regular classified employees, the person(s) laid off shall be those with the least service credit within an identified position in the affected department. If two (2) or more employees in this circumstance possess essentially the same amount of service credit, the City Manager shall determine which person shall be laid off on the basis of efficiency and effectiveness.

15.4 LAYOFF NOTIFICATION

(a) The City Manager shall give notice personally or in writing to the last known address to each employee affected by a layoff at least fifteen (15) working days prior to the effective date of such action. The notice shall include:

(i) The reason(s) for layoff;

(ii) Classes or positions to which the employees may transfer or demote within the department, if any;

(iii) Effective date of the action;

(iv) Rules regarding waiver of reinstatement and voluntary withdrawal from the reinstatement list; and

(v) Appeal right of the employee, excluding layoff resulting from abolition of the position.

15.5 REDUCTION IN FORCE

(a) Except in those instances where senior employees are not qualified to perform the remaining work duties seniority shall determine the order of layoff, which shall be in inverse order of seniority within each work classification, provided that any employee who is to be laid off and has previously served in a lower classification covered by this Agreement, may exercise seniority rights to such a lower classification. Final determination of qualifications to perform remaining work duties shall be made by the City Manager, after discussion with the Union, and shall be a determining factor in allowing the displacement of a junior employee; however, where all factors considered are equal between employees, retention shall be on the basis of seniority.

(b) In those instances where an affected employee has not previously served in a lower classification and has more years of service to the City than those less senior employees in the lower classification, shall be placed in the said lower classification displacing the least senior employee in the lower classification. The displacing employee shall be subject to a six-month probationary period with a three and five-month reportable probationary evaluation.

15.6 LAYOFF OF BUMPED EMPLOYEE

(a) The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) working days prior to the effective date of the layoff.

(b) The names of regular full-time classified employees who have been laid off due to reduction in force shall be placed on an appropriate reinstatement list according to the date of separation on the following basis; last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. Such list shall be used by the appointing authority when a vacancy for that class is to be filled before certification of any other employment list.

15.7 REINSTATEMENT LISTS

(a) The eligibility of individuals on Reinstatement Lists shall extend for a period of one (1) year from the date of layoff. Individuals not responding to written notification of an opening within ten (10) working days shall have their names removed from the Reinstatement Lists.

15.8 NOTICE OF RECALL FROM LAYOFF

(a) Notice shall be given by Return Receipt Requested Mail and shall specify the date for reporting to work, which shall be not more than twenty-one (21) working days from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or actual delivery is certified by the Postal Service. Upon receiving notice, the person on layoff shall have five (5) working days to accept or decline the recall opportunity.

(b) An employee who fails to respond to writing within five (5) working days, refuses recall, or fails to report on the prescribed date within the twenty-one (21) working days maximum, thereby waives all further right to recall and reinstatement as an employee. When recall is declined, the City will proceed to the next person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met or until the list is exhausted. Reinstated persons shall receive the following upon return to service:

(i) Retention of regular full-time service length accrued as of date of layoff.

(ii) The salary for the classification in effect as of the date of return, at the same step level as the date of layoff, not to exceed the top step.

(iii) The accrual rate of vacation and sick leave in effect for the employee's service length and class at the time of rehire. The insurance contributions shall be at the level of a new employee. All other benefits and programs shall be consistent with those provided to new hires.

15.9 RESIGNATION IN LIEU OF RECALL

(a) An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and shall be entitled only to those rights under normal separation of service.

ARTICLE 16 – MISCELLANEOUS

16.1 DUES DEDUCTION

(a) General

(i) The City shall start or stop deductions for dues or benefit premiums, or both, following receipt of notice from the Union that authorization has been provided to the Union by

an employee in the Unit. Should there be a dispute regarding the deduction of dues, the Union shall provide the City with a copy of the authorization(s) signed by the employee.

(ii) The Union, in consideration for and as a condition of the City withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866 shall hold harmless the City of Lincoln, it's officers, and employees from any liability that may result from making, canceling or changing requested deductions.

(b) Exceptions to Dues Deduction Authorization Card

(i) The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit, nor may the member deposit with the City of Lincoln, the amount which would have been deducted if the member had been in a pay status during that period. In the case of a member who is in a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

(c) Dues Deduction Check

(i) Dues deductions will be transmitted at least monthly.

(ii) The City agrees to provide the Union with an electronic file that shows the total amount authorized for deduction from each member's check.

16.2 FULL UNDERSTANDING, MODIFICATION, WAIVER

(a) The parties jointly represented to the City Council that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

(b) Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed Memorandum of Understanding between the parties.

16.3 SEPARABILITY OF PROVISIONS

(a) Should any provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding.

16.4 NO STRIKE CLAUSE

(a) During the term of this Agreement, neither the Union nor its agents, for any reason, will authorize, institute, and condone or engage in a work closedown, work stoppage, strike or any other interference with the work and statutory functions of obligations of the City.

16.5 NO LOCKOUT

(a) No lock out of employees shall be instituted by the City during the term of this Agreement.

(b) All articles and section within the Memorandum of Understanding, April 1, 2015 thru March 31, 2018, not otherwise discussed and/or modified in the current negotiation process shall roll over into this new memorandum of Understanding.

ARTICLE 17 – AGREEMENT

This Agreement shall be in force from ~~April 1, 2023 to March 31, 2026~~April 1, 2026 through March 31, 2027.

This memorandum of understanding is hereby executed this _____ day of _____~~, 2023,~~, 2026, by the Employer-Employee Representatives whose signatures appear below on behalf of their respective organizations.

FOR THE CITY:

_____

~~Paul Joiner~~Richard Pearl
Mayor
City of Lincoln

_____

~~Dan Karleskint~~Whitney Eklund
Vice Mayor
City of Lincoln

_____

Sean Scully
City Manager

FOR THE UNION:

_____

Tim Eggen~~Bart Florence~~
Business Manager-IUOE Trustee
IUOE, Local 39

_____

Jeff Gladieux
President
IUOE, Local 39

_____

Brandy Johnson
Director of Public Employees
City of Lincoln IUOE, Local 39

Veronica Rodriguez
Human Resources Director

Macy ShermanScott Lupo
Business Representative
IUOE, Local 39

Douglas WhiteKristine Mollenkopf
City Attorney
(As to Form Only)

Dan FrieseTeresa Halley
Team Member

Jason DuckworthAaron Hookins
Team Member